EXHIBIT A

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

THRASHER, INC.,	Case No. CI 24-_____
Plaintiff,	
v.	**COMPLAINT AND JURY DEMAND**
BAKER TILLY US, LLP, successor in interest to VANILLA, INC.,	
Defendant.	

Plaintiff Thrasher, Inc. ("Thrasher") states and alleges the following for its claims for relief against Baker Tilly US, LLP, successor in interest to Vanilla, Inc. ("Baker Tilly").

PARTIES, JURISDICTION AND VENUE

1.   Thrasher is a Nebraska corporation with its principal place of business located in Papillion, Nebraska.

2.   Baker Tilly is an Illinois limited liability partnership with its principal place of business located in Chicago, Illinois, and has been certified to transact business in Nebraska since 1998.

3.   Baker Tilly has transacted business in Nebraska; contracted to supply services or things in Nebraska; caused tortious injury in Nebraska by an act or omission outside Nebraska; and/or regularly does or solicits business, engages in other persistent course of conduct; and/or derives substantial revenue from goods used or consumed or services rendered in Nebraska. Also, Baker Tilly has other contact with or maintains other relations to Nebraska to afford a basis for the exercise of personal jurisdiction consistent with the Constitution of the United States.

4.   Jurisdiction is proper in this Court under Neb. Rev. Stat. §§ 24-302 and 25-536.

5.   Venue is proper in this Court under Neb. Rev. Stat. § 25-403.01, as the underlying cause of action for this litigation arose in Sarpy County, Nebraska.

FACTUAL BACKGROUND

6.   Thrasher is an expert and leader in foundation and concrete support and repair across six states with its headquarters in Nebraska.

7.   Thrasher is not an expert in enterprise-wide software or how to implement or integrate such software for use by a large company.

8.   In or around 2020, Thrasher began to look for an enterprise-wide software platform that could replace and consolidate Thrasher's business activities under a single platform or, if necessary, seamlessly integrate its current software programs into a single platform.

9.   In the Spring of 2021, Thrasher identified a software product (the "Software") created by IFS North America, Inc. ("IFS") that was intended to consolidate and align Thrasher's business operations and systems into a single platform as described in paragraph 8 herein.

10.   Thrasher needed an expert consultant familiar with IFS and the Software that was capable of identifying Thrasher's business requirements; customizing and configuring the Software to satisfy such requirements; and then integrating the Software into Thrasher's operations and systems (collectively, the "Project").

11.   Vanilla, Inc. ("Vanilla") represented that (i) it was a "Gold Partner" of IFS; (ii) it had over eleven years of experience completing approximately 750 large and small projects around IFS applications including the Software; and (iii) it was a Software specialist capable of competently performing the Project.

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12.   Thrasher relied on the representations in paragraph 11 and Vanilla's specific representations about the functions and features that it could create using the Software, and integrate other pre-existing systems with the Software, to meet Thrasher's stated requirements and requested capabilities (collectively, the "Features"). Based on said reliance, Thrasher decided to substantially contemporaneously enter into agreements with (i) IFS to license the Software to Thrasher; and (ii) with Vanilla to perform the Project for Thrasher.

13.   Thrasher and IFS executed a Master Agreement with Addendum on April 23, 2021. On April 26 and 29, 2021, Vanilla and Thrasher signed that certain Solution Proposal & Statement of Work which set forth the work and timeline that Vanilla was to perform the Project (the "Contract"). A true and correct copy of the Contract is attached as **Exhibit A**.

14.   Under the Contract, Vanilla represented that its "aim is to essentially replace all core legacy applications with the exception of SolutionView, RingCentral and Paycom," and to "deliver a comprehensive business solution." *See* Contract at p. 13.

15.   In the Contract, Vanilla further represented that it would customize, configure, and implement the Software and Features so that the system would work in the following, non-exhaustive ways:

> a.   Customer Leads will be generated via integration with external sources (websites etc.), manual entry, creation in the mobile IFS 'CRM Companion' and direct creation from MS Outlook using the IFS 'CRM Panel';
>
> b.   Leads will be advanced and nurtured via automated mailings controlled via CRM Campaigns and [b]y human follow-up, driven by Business Activities, as applicable;
>
> c.   When a customer wishes to schedule an appointment with a Sales Engineer, this will be done using IFS's Customer Engagement tool, which allows us to offer appropriate slots that

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fit in with the skills, geography, and availability of the Sales Engineers;

d. Sales Engineers will be directed to customer homes via the IFS CRM Companion, where they will work with customers to scope out and price the job using SolutionView;

e. An integration from SolutionView to IFS will ultimately result in the creation of a Work Order in IFS that will drive both material and resource allocation;

f. Works materials will be planned centrally, using both MRP and Order Point Planning methods, as applicable. Distribution Orders can be used to move materials between sites, if needed;

g. IFS Warehouse Data Collection (WaDaCo), a barcode-enabled mobile application, will be used to receive, move, pick, and issue materials for jobs. Warehouse Handling Units will be used to ease the transport of mixed pallets of materials. Van inventory will also be managed this way;

h. Work Orders will be scheduled based on the skills and availability of Crew Leads. Scheduling will again be performed with support from IGS Customer Engagement to ensure an optimal work pattern based on parameters that the business will define; and

i. Installation crews will use IFS Mobile Work Order to accept jobs, denote that they are en route, review and execute work tasks, issue material (if desired), and obtain customer sign off.

See Contract at p. 14.

16. Vanilla promised to perform the Project in five primary stages, namely the Initiate, Design, Establish, Implement, and Go Live phases. Vanilla also represented that all five phases would be complete within eight (8) to eleven (11) months after the Project began. *See* Contract at p. 22. Broadly, the phases were intended for Vanilla to identify specifically how to incorporate the Features into the Software, implement the Software with the Features, integrate Thrasher's non-

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IFS Features to be used alongside the Software, and then go live with the Software enterprise wide, all such services were part of the Project and Vanilla's contractual obligations.

17.   Vanilla estimated that the price for Vanilla's work on the Project, as scoped and represented by Vanilla, would be $619,691.00. *See* Contract at p. 30.

18.   In or around May 2021, Vanilla consultant Andy Bell traveled to Thrasher's headquarters in Papillion, Nebraska for a full business week to work through Project requirements; participate in workshops; plan roles and responsibilities; establish application infrastructure; and provide basic training to the Thrasher team about the Features and how the Software would operate. By the end of May 2021, the "Initiate" phase of the Project appeared to be complete.

19.   From June through August 2021, the parties worked through the "Design" phase of the Project by workshopping business requirements and necessary Features to outline a framework for the Software and build a prototype. By the end of August, a rough prototype was completed and shown to Thrasher using the Software. However, with no data uploaded, there was no way to test and observe whether the necessary Features and workflow of the Software were functional.

20.   Beginning in November 2021, the parties began the "Establish" phase of the Project which included hands-on workshops, data migration workshops, document design, end-to-end processing, playback, and the first application solution test. However, Vanilla's inability to complete the "Establish" phase became apparent and revealed Vanilla's breaches and failure to perform in prior phases.

21.   Specifically, Vanilla's performance was in breach of the Contract in, but not limited to, the following ways:

> a.   Vanilla's consultants were replaced or added to the Project at this time, slowing the Project down and causing Thrasher to repeat prior knowledge transfer that had taken

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place in earlier phases. Namely, Vanilla representative Ryan Sharp was replaced by Caroline King, and Erika Bishop was added to the Project to focus on human resource workstreams.

b.   Vanilla informed Thrasher that the human resource requirements for the Software were not capable of fully integrating with the Software. Human resources requirements such as Organizational Management, Employee File Configuration, and Time and Attendance were each listed as "Critical HR elements" and part of the "core solution" that Vanilla would be able to implement within the Software. *See* Contract at pgs. 13-14.

c.   Throughout the last calendar quarter of 2021, a lack of clarity from Vanilla regarding the responsibilities of the parties caused the Project to slow down. Rather than continue to tackle tasks from the "Establish" phase, a lack of direction from Vanilla on the implementation caused the parties to spend their time trying to get re-aligned.

d.   By January 2022, Vanilla could not demonstrate any appointment scheduling functions because a new version of IFS's "CE" environment (a customer engagement aspect of the Software) required additional technical resources. The lack of proof of concept of one of the most essential functions was very concerning to Thrasher, and Thrasher communicated such concerns to Vanilla.

e.   Vanilla was still submitting "storyboards" to Thrasher to confirm the business requirements were correct, but they were so vague that Thrasher was not provided with sufficient detail to be able to verify.

f.   Vanilla representative Kelvin Robinson then replaced another Baker Tilly representative, Dawn Wallace, to work on the Warehouse and Procurement aspects of the Software integration. This caused additional and unnecessary delays due to the knowledge transfer that Thrasher had to undertake again with Kelvin Robinson.

g.   The integration of SolutionView was not working due to PDFs not being correctly read or recognized between SolutionView and the Software. Thrasher repeatedly stressed the importance of the SolutionView integration, and Vanilla expressly stated SolutionView should not be replaced by, but integrated with, the Software. *See* Contract at p. 13.

h.   By March 2022, the Project was still in the "Establish" phase and Vanilla's breaches of the Contract became more noticeable. Andy Bell, Baker Tilly's main representative was increasingly absent from the Project and Thrasher's Marketing and Customer Care teams were not being consulted on the Software processes for its future workflows.

i.   After almost a year into the Project, the first End-to-End demonstration of the Software and related processes was conducted over two days. The demonstration uncovered numerous shortcomings in the system Vanilla created with the Software and core requirements established in the prior months could not be demonstrated by Vanilla's configuration of the Software. The demonstration of the customer-facing platform failed to show how appointments could be booked.

j.   In April 2022, Thrasher requested that Andy Bell demonstrate the customer-facing platform of the Software, and specifically the appointment scheduling function. Additionally, the integration of Paycom with the Software (*See* Contract at p. 13) was unworkable, and using Paycom as a stand-alone function apart from the Software was supposedly the only way to meet Thrasher's business requirements, defeating one of the primary purposes of the Project.

k.   By May 2022, material shortcomings in the time and attendance functions for Thrasher's service employees were still apparent. Vanilla and its staff became increasingly difficult to contact or provide guidance or status updates. When Vanilla was available, it was unable to explain or successfully troubleshoot problems with the integration of Thrasher's

business to the Software's CRM Companion, the customer-facing platform, or SolutionView's ongoing inability to interact and/or connect with the Software correctly.

22.   On or around May 1, 2022, while the Project was still ongoing, Baker Tilly acquired Vanilla and assumed Vanilla's rights and obligations under the Contract. Vanilla's last invoice to Thrasher was issued April 29, 2022, and Baker Tilly's first invoice to Thrasher was issued June 8, 2022. True and correct copies of said invoices are attached as **Exhibit B**.

23.   The invoices attached as Exhibit B show that Baker Tilly was the successor to the rights and interests of Vanilla under the Contract and the Baker Tilly invoice (as well as those subsequently issued) expressly states that "Vanilla, Inc. is a Baker Tilly US company," and that "Baker Tilly is the trading name of Baker Tilly US LLP."

24.   By the end of May 2022, after over a year of effort and beyond the date that Thrasher was originally scheduled to go live with the Software, it was clear that Baker Tilly could neither perform its obligations under the Contract nor fulfill its representations. Thrasher requested assurances, but Baker Tilly would not demonstrate or explain how or when the Software could be integrated and function properly. Consequently, Thrasher informed Baker Tilly that until it showed Thrasher that the functions and necessary Features in the Software could be implemented as represented, all other work on the Project would be paused.

25.   In June 2022, Baker Tilly agreed to demonstrate the CRM integration and conducted that demonstration on or around July 6, 2022.

26.   During the demonstration, Thrasher identified additional limitations of Baker Tilly's ability to demonstrate the functions and necessary Features or integrate and implement the Software as represented. Specifically, Baker Tilly's demonstration showed that

Baker Tilly could not perform and thus was in breach of the Contract for reasons including, but not limited to:

   a.   Baker Tilly could never demonstrate how the Software's CE, customer-facing, platform could build appointment blocks. This is a very basic capability that Baker Tilly expressly said could be integrated to meet Thrasher's needs;

   b.   Baker Tilly failed to implement or demonstrate that the CE platform could identify a customer if escalated, how to delete an invalid lead, or integrate with SolutionView;

   c.   Baker Tilly could not demonstrate the inside sales process;

   d.   Baker Tilly could not demonstrate necessary scheduling functions; and

   e.   Baker Tilly could not demonstrate how work orders could be closed out.

27.   As a result of the above-described breaches of the Contract and misrepresentations, Thrasher had no reasonable basis to believe that Baker Tilly could integrate and implement the functions and necessary Features within the Software as represented or in accordance with the Contract.

28.   Baker Tilly represented that the Software would go live in eight (8) to eleven (11) months and, by August 2022, sixteen (16) months had passed, and the Software was nowhere close to being demonstrated theoretically, let alone go live in Thrasher's operation.

29.   Consequently, in August and September 2022, Thrasher evaluated other options to overhaul its enterprise-wide software and eventually made the reasonable business decision to terminate Baker Tilly for its many breaches of the Contract and failure to cure as described above, which Contract would never had been entered into by Thrasher had it not been induced by Baker Tilly's misrepresentation and/or concealment about its ability to implement the functions and

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necessary Features into the Software and integrate the Software within Thrasher's business.

30.   Thrasher then identified different software that met the same requirements of the Project, and implementation consultants, and then successfully and timely implemented the replacement system without significant issue. *See* paragraphs 35-38 herein.

31.   Thrasher was never able to use the Software in a live production environment yet ended up paying IFS a total of $1,041,080.71 for the license to the Software. Additionally, Thrasher mitigated its damages by negotiating a resolution with IFS, which asserted that over $1,300,000.00, plus interest, fees, and costs, were due from Thrasher under the contract for the Software.

32.   Thrasher also paid Baker Tilly a total of $747,435.05 and has nothing to show for it. Baker Tilly has never asserted that Thrasher owed additional amounts to Baker Tilly under the Contract or for any other reason related to the Project.

33.   Thrasher also dedicated multiple employees to work on the Project, as needed, which cost Thrasher no less than $300,000.00 in payroll costs for the employees dedicated to the Project.

34.   Thrasher substantially performed and satisfied all conditions precedent under the Contract or such conditions precedent were waived or excused.

35.   After the failed Project, Thrasher was forced to find a workable software solution that could meet the requirements and functions that Baker Tilly asserted could be done in the Software.

36.   After a diligent search, Thrasher purchased software known as Sage Intacct as its general ledger system and software known as Salesforce as its customer relations management system. Thrasher has paid $162,006.35 for Sage Intacct, $940,656.17 for Salesforce, and $412,580.00 remains due under its contract with Salesforce.

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37.   In addition, Thrasher paid two software consultants and implementation specialists (Cargas and Cirrius Solutions) to implement Sage Intacct and Salesforce for the total amount of $1,630,153.90.

38.   In total, Thrasher paid (and will pay) no less than $3,145,396.42 for software and implementation services for a workable software solution.

39.   Had Baker Tilly performed its obligations under the Contract and not misrepresented and/or concealed its lack of capabilities as set forth above, Thrasher would have paid only $2,448,438.91 exclusive of internal costs. Thus, Baker Tilly's breaches described above caused Thrasher to pay $696,957.51 more for a workable software solution that meets Thrasher's needs, which would have been avoided if Baker Tilly had performed in accordance with the Contract.

40.   In total, Thrasher has suffered damages caused by Baker Tilly in the amount of at least $2,785,473.27, to be determined at trial, which includes the $747,435.05 paid to Baker Tilly, $1,041,080.71 paid to IFS for the Software, no less than $300,000.00 spent on internal payroll dedicated to the failed Project, and $696,957.51 above what would have been paid for the Project that was necessarily paid to purchase and integrate a workable software solution ($3,145,396.42 for Sage Intacct and Salesforce minus $2,448,438.91 that would have been paid by Thrasher for the Project).

Damages	Amount
Amount paid to Baker Tilly	$747,435.05
Amount paid for the Software	$1,041,080.71
Internal Cost	$300,000.00
Replacement Software/ Increased Costs	$696,957.51
TOTAL	**$2,785,473.27**

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41.   Thrasher repeatedly gave notice of Baker Tilly's breaches and requested that they cure said breaches, usually by requesting a demonstration of the necessary Features, despite no obligation to do so. Baker Tilly never could cure its breaches.

42.   Thrasher demanded a full refund from Baker Tilly but Baker Tilly did not give Thrasher a refund.

43.   Thrasher, through counsel, then gave Baker Tilly a notice of claims, but the parties have been unable to resolve this dispute.

44.   Thrasher also made reasonable efforts to mitigate its damages by, among other things, negotiating a resolution with IFS to pay less than the amount that IFS claimed was due.

CLAIM I
Breach of Contract

45.   Thrasher incorporates the allegations contained in the foregoing paragraphs as if fully set forth herein.

46.   Thrasher and Baker Tilly entered into a Contract for Baker Tilly to provide consultant and integration services to Thrasher to implement the Software for the Project and Thrasher agreed to pay Baker Tilly.

47.   Under the Contract, Baker Tilly breached the Contract in one or more of the ways stated herein, including by failing to deliver the functions and necessary Features to timely integrate the Software into Thrasher's business, and to cure after being given reasonable opportunities to do so.

48.   Thrasher timely fulfilled its obligations under the Contract, including paying Baker Tilly a total of $747,435.05 and paying IFS $1,041,080.71 to license Software that Baker Tilly failed to customize, configure, and implement. Thrasher has performed all conditions precedent and substantially performed its duties under the Contract, or such conditions precedent and performance have been waived or excused by Baker Tilly's prior breach of Contract.

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49.   Baker Tilly's breaches of the Contract proximately caused direct and consequential damages to Thrasher.

50.   As a result of Baker Tilly's breaches of the Contract, Thrasher has been damaged in the amount of at least $2,785,473.27, plus pre-judgment interest at the statutory rate of 12% per annum, post-judgment interest, attorney fees and costs

WHEREFORE, Plaintiff Thrasher, Inc. respectfully requests that the Court enter a judgment in its favor and against Baker Tilly US, LLP, Inc. in the amount of at least $2,785,473.27, with the final amount of damages to be determined at trial, plus pre-judgment interest at the statutory rate of 12% per annum, post-judgment interest at the statutory rate, attorney fees, costs and for such other, further and different relief as to this Court seems just and equitable.

CLAIM II
In the Alternative to Claim I, Unjust Enrichment

51.   Thrasher incorporates the allegations contained in the foregoing paragraphs as if fully set forth herein.

52.   Thrasher is entitled to damages from Baker Tilly's breaches of the Contract as stated above. However, to the extent the Contract alleged does not apply or is deemed unenforceable against Baker Tilly, in the alternative, Thrasher alleges Baker Tilly owes Thrasher based upon its unjust enrichment.

53.   Baker Tilly expressly and/or impliedly requested that Thrasher pay Baker Tilly for its attempted provision of consulting and integration services to implement the Software for Thrasher.

54.   As a result, Thrasher did pay Baker Tilly $747,435.05 in accordance with those express and/or implied requests.

55.   Thrasher paid Baker Tilly with the expectation that it would receive a successfully implemented Software in accordance with the express requirements Thrasher informed Baker Tilly of and the representations Baker Tilly made to Thrasher. Baker Tilly knew or

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should have known that Thrasher expected the Software to be successfully implemented into its business.

56.   Baker Tilly accepted payment in the amount of $747,435.05.

57.   Baker Tilly failed to integrate the Software into Thrasher's business as it represented it could, or at all, but has retained payment in the amount of $747,435.05 under circumstances that are inequitable and unconscionable to permit Baker Tilly to avoid refunding Thrasher $747,435.05.

WHEREFORE, Plaintiff Thrasher, Inc. respectfully requests that the Court enter a judgment in its favor and against Baker Tilly US, LLP a/k/a Vanilla, Inc. in the amount of at least $747,435.05, with the final amount of damages to be determined at trial, plus pre-judgment interest and post-judgment interest at the statutory rate, attorney fees, costs and for such other, further and different relief as to this Court seems just and equitable.

CLAIM III
Fraudulent Misrepresentation

58.   Thrasher incorporates the allegations contained in the foregoing paragraphs as if fully set forth herein.

59.   Baker Tilly made material misrepresentations to Thrasher regarding its ability to implement the Software and integrate it with Thrasher's pre-existing systems and business needs.

60.   Such misrepresentations were intended to be relied on by Thrasher to induce it to enter into the Contract.

61.   Baker Tilly knew that its representations were false or, at minimum, were made as a reckless, positive assertion without knowledge of the truth of the representation.

62.   At the time Baker Tilly made these representations, Thrasher was unaware of the falsity of such representations and believed them to be true.

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63.   Consequently, Thrasher reasonably and justifiably relied on these representations to Thrasher's detriment such that it entered into the Contract with Baker Tilly, purchased a license for the Software, incurred internal costs for work on the Project, and was forced to incur additional costs to implement a workable software solution.

64.   As a result of Baker Tilly's fraudulent misrepresentations set forth herein, Baker Tilly caused Thrasher to suffer rescission damages in an amount to be determined at trial, but no less than $2,785,473.27.

WHEREFORE, Plaintiff Thrasher, Inc. respectfully requests that the Court enter a judgment in its favor and against Baker Tilly US, LLP a/k/a Vanilla, Inc. by entering an Order rescinding the Contract and entering a damages award in the amount of at least $2,785,473.27, with the final amount of damages to be determined at trial, plus pre-judgment interest and post-judgment interest at the statutory rate, attorney fees, costs and for such other, further and different relief as to this Court seems just and equitable.

CLAIM IV

Negligent Misrepresentation

65.   Thrasher incorporates the allegations contained in the foregoing paragraphs as if fully set forth herein.

66.   Baker Tilly made material misrepresentations to Thrasher regarding its ability to implement the Software and such misrepresentations were intended to induce Thrasher to enter into the Contract.

67.   Baker Tilly was negligent and careless in making the representations set forth above which were asserted without any reasonable ground for believing they were true or effort to ascertain the truth of the assertions.

68.   Baker Tilly had a duty, based on its position as an expert in technology and software installation consulting services, with a specific and advertised expertise in IFS products and Thrasher's existing and desired capabilities and requirements, to impart true and/or correct information to Thrasher regarding its expertise and capabilities in the identification, development, implementation and capacities of an enterprise-wide software solution.

69.   Baker Tilly negligently failed to impart true and correct information to Thrasher regarding its capability to integrate the Software with Thrasher's pre-existing technology, which Baker Tilly recommended Thrasher retain, and regarding its overall ability to implement the Software to meet Thrasher's needs.

70.   Thrasher reasonably relied upon the misleading and/or inaccurate information asserted by Baker Tilly to its detriment as detailed above.

71.   As a result of Baker Tilly's negligent misrepresentations set forth herein, Baker Tilly caused Thrasher to suffer rescission damages in an amount to be determined at trial, but no less than $2,785,473.27.

WHEREFORE, Plaintiff Thrasher, Inc. respectfully requests that the Court enter a judgment in its favor and against Baker Tilly US, LLP a/k/a Vanilla, Inc. by entering an Order rescinding the Contract and entering a damages award in the amount of at least $2,785,473.27, with the final amount of damages to be determined at trial, plus pre-judgment interest and post-judgment interest at the statutory rate, attorney fees, costs and for such other, further and different relief as to this Court seems just and equitable.

CLAIM V
Fraudulent Concealment

72.   Thrasher incorporates the allegations contained in the foregoing paragraphs as if fully set forth herein.

73.   Baker Tilly knew that it did not have the ability to implement the Software as it represented to Thrasher, as set forth above.

74.   Whether Baker Tilly could implement the Software to meet Thrasher's needs and integrate non-IFS systems into the Software were material facts leading to Thrasher choosing the IFS Software and hiring Baker Tilly to perform software consultant and implementation services.

75.   Baker Tilly concealed and suppressed the fact that the IFS Software could not be implemented by Baker Tilly to meet Thrasher's needs or integrate with other systems, like SolutionView, as set forth above.

76.   Thrasher is not a software expert and, despite Thrasher's thorough oversight, could not have known that the Software could not integrate with its systems or be implemented as Baker Tilly represented.

77.   Baker Tilly concealment of these material facts were intended to and did deceive Thrasher into purchasing the license for the Software, hiring Baker Tilly, and expending valuable internal resources to work on the Project with nothing to show for it.

78.   As a result of Baker Tilly's concealment and suppression of material facts related to the Project, Thrasher has suffered rescission damages in the amount it paid for the IFS Software, the amount it paid Baker Tilly, the internal costs and resources expended on the Project, and the additional costs to implement a workable software solution.

WHEREFORE, Plaintiff Thrasher, Inc. respectfully requests that the Court enter a judgment in its favor and against Baker Tilly US, LLP by entering an Order rescinding the Contract and entering a damages award in the amount of at least $2,785,473.27, with the final amount of damages to be determined at trial, plus pre-judgment interest and post-judgment interest at the statutory rate, attorney

fees, costs and for such other, further and different relief as to this Court seems just and equitable.

JURY DEMAND

Thrasher demands a jury on all issues so triable.

DATED this 15th day of April 2024.

THRASHER, INC., Plaintiff,

By: /s/ *Keith W. Catt*

Gregory C. Scaglione, #19368
Keith W. Catt, #27306
KOLEY JESSEN P.C., L.L.O.
One Pacific Place, Suite 800
1125 South 103 Street
Omaha, NE 68124
(402) 390 9500
(402) 390 9005 facsimile
Greg.Scaglione@koleyjessen.com
Keith.Catt@koleyjessen.com
Attorneys for Plaintiff.

Vanilla

V2097

Thrasher Foundation Repair

Solution Proposal & Statement of Work

BEST AND FINAL

GOLD CHANNEL PARTNER **GOLD SERVICES PARTNER**

boomi
A Dell Technologies Business
AUTHORIZED PARTNER

Version	Date	Author	Comments
1.0	11th February 2021	Andy Bell, Vanilla, Inc.	Initial for prospect
2.0	1st March 2021	Andy Bell, Vanilla, Inc.	HR update. Best & Final Pricing
2.1	4th March 2021	Andy Bell, Vanilla, Inc.	Inclusion of Referral Agreement offer
3.0	15th March 2021	Andy Bell, Vanilla, Inc.	Update with final users numbers and terms changes
3.1	26th April 2021	Andy Bell, Vanilla Inc.	Minor updates following customer review

EXHIBIT A

Vanilla

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EXHIBIT A

Vanilla

1. DOCUMENT PURPOSE

The purpose of this document is to provide a Solution Proposal and Statement of Work to Thrasher, Inc. (Thrasher) for the delivery of a comprehensive business solution based on IFS Applications 10 ERP software. It brings together and expands on several key documents already provided to Thrasher and Ultra Consultants by Vanilla. As such, we should consider that it supersedes and replaces the following documents:

- V2097 – Thrasher - Company Overview and Budgetary Quotation (11th January 2021)
- V2097 – Thrasher – Revised Pricing Note (1st February 2021)
- V2097 – Thrasher – Implementation Services Note (2nd February 2021)
- Proposed Thrasher Project Structure (4th February 2021)

2. EXECUTIVE SUMMARY

Vanilla are delighted to bid to partner with Thrasher on the design and development of a new business solution which will support Thrasher's commitment to continued growth and customer excellence for many years to come. Our proposed solution is functionally comprehensive and easily adapted and extended to deal with 'what's next' in Thrasher's journey.

IFS is a leader in Field Service Management and is positioned highest in the Gartner Field Service Magic Quadrant™ in terms of ability to execute (Gartner Recognized IFS as Leader in 2020 Magic Quadrant FSM | IFS). In our view, IFS Applications is an excellent functional fit for Thrasher's business model, offering a single fully integrated solution which covers:

- Sales & Operations Planning
- Customer Engagement & Customer Relationship Management
- Sales Order Management
- Job Planning & Scheduling
- Purchasing and Material Planning
- Warehousing, including mobile working and barcoding
- Intersite Material Handling
- Field Service
- Accounting and Finance
- Human Resource Management

Our aim is therefore to provide a solution which minimizes integrations and 3rd party products and, in doing so, provides an easily extended platform to support continued acquisition into Thrasher's group of companies.

From discussions so far, it seems clear to us that Thrasher is a 'challenger' organization who is constantly innovating and investing in the delivery of an 'ever better' experience for customers. IFS Applications is the natural choice for challenger companies, and we look forward to explaining why during our coming demonstrations.

2a. Why Vanilla?

Vanilla have been in business a little over 11 years, during which time we have delivered some 750 large and small projects around IFS Applications. We have significant experience and in-house expertise in Engineering, Construction and Infrastructure (ECI) businesses. We work with some of IFS's largest customers, including BAE Systems, Ultra Electronics and we have delivered single- and multi-site solutions to IFS customers in the US and continental Europe as well as in the UK. Within the ECI sector, we delivered Skanska UK's Highways maintenance management system. In the service delivery sector, we are currently working with SPIE (one of IFS's largest customers in Europe), GRAHAM, Caledonian Modular and a number of other construction and engineering services organizations.

Vanilla are an IFS Gold Partner. This means that we are approved by IFS to deliver processional services into the IFS Applications ecosystem and that we have a demonstrated track record of successful delivery. We are however independent of IFS and will offer impartial support and advice, always focusing on the interests of you, our customer.

EXHIBIT A

Vanilla

Vanilla are differentiated in the IFS marketplace by having an entirely in-house consulting team. We feel that this drives quality and accountability as well as fostering long-term partnerships with customers, something we have done very successfully. Recently, Vanilla's work in the IFS ecosystem has been recognized by our being awarded global 'Growth Partner of the Year (2020)' status.

2b. Why IFS?

IFS Applications is an integrated ERP solution enabling businesses to successfully compete in today's global environment. It is an innovative, cost-effective solution that allows you to leverage technology and real-time data capture and the interconnection of systems, machines and connected things, in ways that legacy systems can't match. IFS Applications offers full flexibility, scalability and is customizable for the most complex workflows. It enables you to run your business the way you want while capitalizing on new revenue opportunities, optimizing business efficiencies, and fully engaging your customers and employees.

Optimize Operations
IFS Applications helps you optimize operations and drive efficiencies by delivering an end-to-end software solution built to support your individual, unique business.
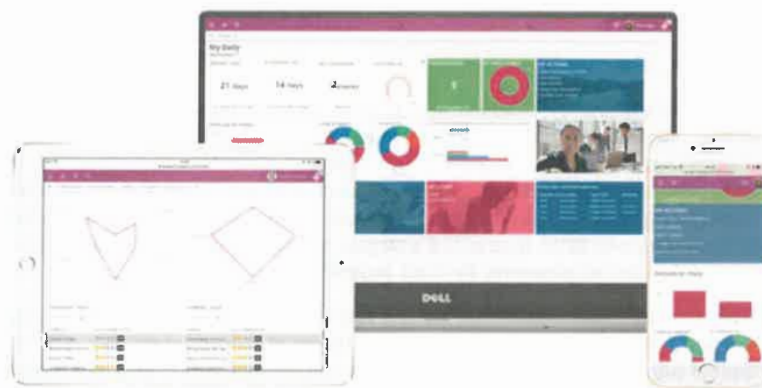
Benefits:

- Increase productivity through a tailored implementation based on IFS's industry expertise
- Support complex operations and deliver greater transparency in unifying business processes
- Get the flexibility to expand and reconfigure your ERP solution over time
- And add new functionality and capabilities as your needs evolve, allowing you to continue to benefit from the investment you've made in your software

Engage Everyone
IFS Applications engages and empowers employees with a simple to use, simple to implement solution that provides an outstanding user experience.

Benefits:

- IFS Applications has a brand-new user interface built on state-of-the-art technology
- IFS' responsive design is optimized to work regardless of where and on what device
- It encourages teams to collaborate
- It allows a faster "time-to-use" through its intuitive user interface
- Having data that is easy to consume and understand, improves decision making.

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Realize Opportunities
IFS Applications helps you gain new revenue streams generated by digital transformation—including IoT.

Benefits:

- Leverage advances in IoT to connect remote assets. This enables you to better foresee maintenance needs, streamline work processes, and meet the businesses needs faster
- Be able to tailor service delivery to support individualized offerings
- Operate across boundaries and connect geographically dispersed business units with one solution, supporting local requirements.

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3. STATEMENT OF GOOD FAITH

3a. Statement on Litigation

Vanilla, Inc hereby confirm that we are not involved in any litigation. This is also true for our UK sister company (Vanilla Solutions Limited) and our parent holding company (Archon Holdings Limited) who comprise the remainder of our group of companies.

3b. Statement on Conflict of Interest

Vanilla, Inc do not feel that we have any specific conflict of interest that would impede our ability to properly deliver professional services to Thrasher. This is also true for our UK sister company (Vanilla Solutions Limited) and our parent holding company (Archon Holdings Limited) who comprise the remainder of our group of companies.

3c. Professional Accreditations

Vanilla are an IFS Gold Partner. This means that we are approved by IFS to deliver professional services into the IFS Applications ecosystem and that we have access to essentially the same training and informational resources as IFS's own consultants. We ensure that our consultants go through formal Certification exams with IFS in addition to other training programs. We are also a Dell Boomi partner as Boomi is now IFS's preferred integration technology. We are also accredited to ISO9001:2015 for our Quality Management System and ISO27001 for Information Security.

3d. Director's Statement of Good Faith and Independence

I hereby confirm that all information being provided to Thrasher was arrived at independently of any other vendors submitting Proposals in response to the Request for Proposal. As a Director, co-founder and co-owner of Vanilla, Inc and Vanilla Solutions Limited, I personally promise that we will act in good faith and in the best interests of Thrasher should we be engaged to partner with you on your ERP program.

Andy Bell
Director
26th April 2021

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4. VENDOR OVERVIEW

4a. Contracting Parties (Company's Role in the Solution)

Software Vendor	Thrasher would buy the software from IFS North America, Inc.
Software Maintenance	Thrasher would buy annual software support/maintenance from IFS North America, Inc.
Implementation Partner	Thrasher would engage with Vanilla, Inc. for the implementation and, if required, as the hosting partner.

4b. Size of Company (IFS)

Company Headquarters	IFS AB, Tekniking 5, Box 1541, Linköping, SE-581 15, Sweden
US Head Office	IFS North America, 300 Park Boulevard, Chicago, IL 60143
Year Software Company was founded	1983
2017 Revenues	USD 475M
2018 Revenues	USD 606M
2019 Revenues	USD 668M
Total number of staff (for proposed product)	2200
Dedicated implementation consultants	1500 (around 100 in US)
Dedicated development staff	700 (around 50 in US)
Other staff	c. 1800 globally – this includes not only admin and executive staff, but also consultants and developers for IFS's other products

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4c. Size of Company (Vanilla)

Company Headquarters	Vanilla, The Cedars, Bigby Road, Brigg, DN20 8HH, UK
US Head Office	Vanilla, Inc, 2442 NW Market Street, PMB #148, Seattle, 98107
Year Software Company was founded	2009
2017 Revenues	USD 4.6M (Aug 1st 2017 – July 31st 2018)
2018 Revenues	USD 4.1M (Aug 1st 2018 – July 31st 2019)
2019 Revenues	USD 4.8M (Aug 1st 2019 – July 31st 2020)
Total number of staff (at time of writing)	56
Dedicated implementation consultants	31 (6 in US)
Dedicated development/technical staff	14
Other staff	11 (admin, executive and support)

4d. Install-base Metrics (Company History)

Target industry / verticals for IFS Applications ERP	IFS Applications ERP targets 5 industries: Manufacturing, Utilities, Service Industries, Engineering Construction & Infrastructure, Aerospace & Defense
Typical customer size (revenue, users) for IFS Applications ERP	The product is highly scalable, targeting customers with turnovers from USD 15M to USD 1000M+. User numbers can therefore range from c. 50 to over 5000.

Number of unique customers that have implemented IFS Applications ERP:

Total	c. 10,000
Total in the past year	c. 800
Total in Construction Industry	c. 1500

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Total in the US	c. 700

Number of unique customers that Vanilla has implemented on the proposed software:

Total	c. 75
Total in the past year	11
Total in Construction Industry	5

4e. Reference Customers

Please contact Vanilla when you reach the stage where you'd like take up references and we will arrange this for you. Please also note that we are unable to provide some of the details requested (solution timescales and costs) without the express permission of the customer, for reasons of privacy and confidentiality. Customers may agree to disclose this information during a reference call.

|	
Company Name	Skanska UK plc
Number of users	c. 500
Solution	Highly comparable solution to Thrasher, but without CRM
Company Name	AECOM
Number of users	1000
Solution	Large IFS Applications 10 reference user in Construction
Company Name	Toronto Transit Commission
Number of users	600
Solution	Procurement, Finance, Enterprise Asset Management, Project Management

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5.   WHY CHOOSE IFS APPLICATIONS?

We believe that IFS and Vanilla are a natural choice for Thrasher. Here are our 'Top 3' reasons why we feel that Thrasher should select IFS Applications and why you should work with Vanilla to deliver your ERP Program:

5a. Leader in Field Service Management

For the fifth consecutive time, Gartner has named IFS a Leader in the Magic Quadrant for Field Service Management with IFS positioned highest in ability to execute. As noted by Gartner within the report, Magic Quadrant Leaders "demonstrate a market-defining vision of how technology can help service professionals achieve business objectives. Leaders have the ability to fulfill their vision through products, services, ecosystems and solid business results in the form of revenue and earnings."

In our view, IFS Applications offers Thrasher the ability to deploy a class-leading Field Service Management solution along with fully integrated CRM and back-office functionality, thereby avoiding the need to integrate and manage multiple software solutions.
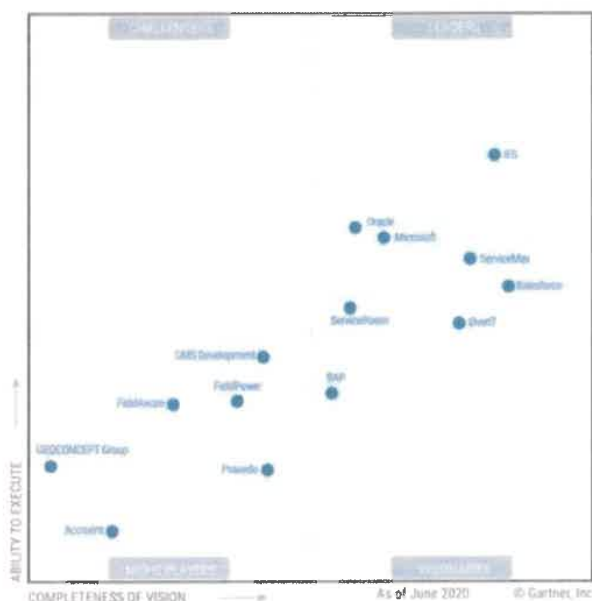
5b. Componentized Architecture – adaptable and easy to extend

It has become very clear to us during our discovery and discussions that Thrasher is an ambitious 'challenger' company that constantly seeks to lead the market and offers very clear customer-service differentiators. This means that Thrasher will always seek to innovate and to extend and alter its business model in the interests of serving its customers 'ever better'.

IFS pioneered component-based enterprise resources planning (ERP) software with IFS Applications, now in its 10th generation. IFS's business philosophy and architecture provide solutions that are easier to implement, run, and upgrade and that give companies the flexibility to respond quickly to market changes and new business opportunities. IFS Applications business software provides increased ERP functionality, including CRM, SCM, PLM, EOI, enterprise asset management, and MRO capabilities. The way that IFS is constructed means that you are always at liberty to add on additional components or to use existing components differently. As such if you decide, for example, to add a Configure-To-Order capability for your Hello Garage business, or you decide that you'd like to offer IoT-integrated sump pumps, so

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you can proactively monitor the state of your customers' installations, you'll simply be able to add the capability without complex re-engineering of your solution.

To illustrate our point, the IFS Tower below is a graphical depiction of the core functional components of IFS Applications. We have greyed out those areas which we don't see as being relevant to Thrasher to create a simple overview of how we see IFS Application possibly supporting your business in the future. As you'll see, there are a number of components which aren't in your current requirements but which we could see as potentially value-adding to your business in the future:
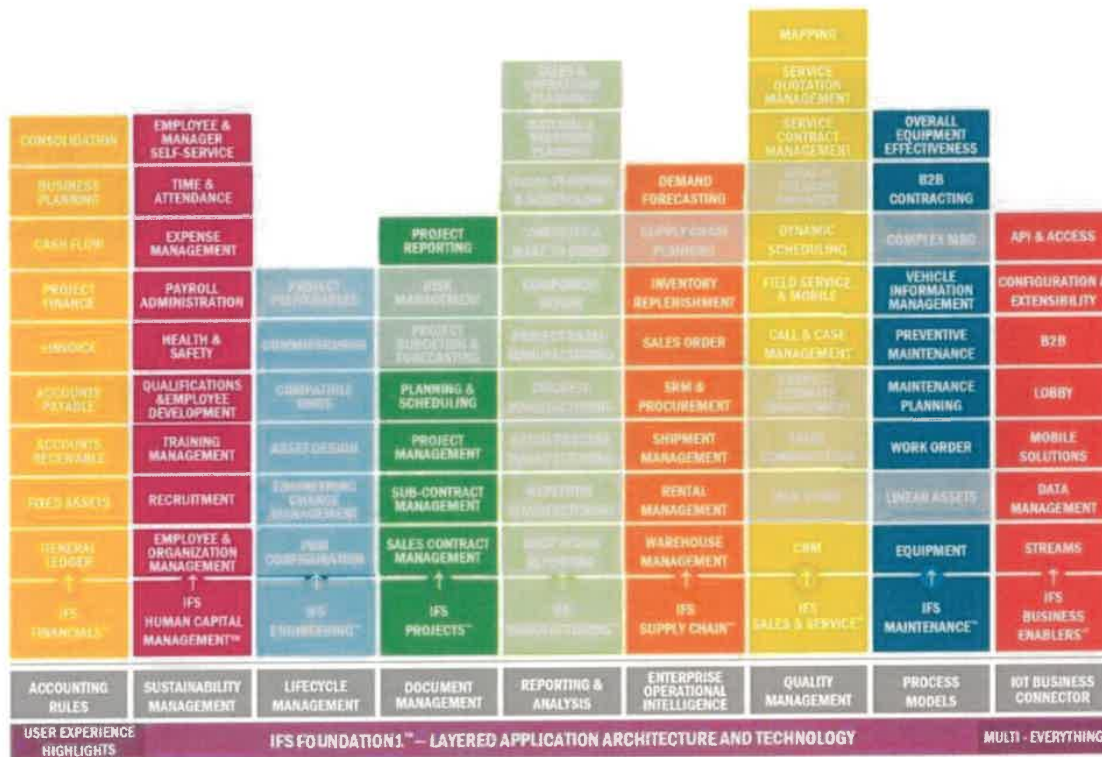
5c. Vanilla share your DNA!

I started Vanilla in 2009 with the aim of providing a truly no-nonsense ERP implementation service that would delight customers. The company is called Vanilla to highlight the fact that we never want to over-complicate or confuse the experience our customers receive. We aim to provide the simplest solutions which deliver 100% of the business benefit sought, and we aim to do it in a commercially transparent way. We aim to use standard, unmodified software to deliver true business benefit in a way that is cost effective to own and run for the long term.

Like Thrasher, Vanilla is a family-owned business and, despite our close relationship with IFS, we remain fiercely independent of them. We understand very clearly that our customers, not our suppliers, pay our bills and we understand that reputation is, frankly, everything. Since 2009 we have grown from 2 people to 56 full-time employees, all of whom share in the profits and responsibilities of the company. We were the first IFS Partner in the UK to achieve 'Gold' status and, when we started our business in the US we were immediately granted Gold status there, based on our reputation and ability to deliver. We have a dedicated consulting team who focus solely on Engineering, Construction, and Infrastructure companies.

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In the 11 years that Vanilla has been in business, we have delivered some 750 large and small projects around IFS Applications. These range from small integration projects to multi-site, multi-country implementations. We are proud of our track record in retaining customers. For example, Vanilla's first ever customer was Tayto Snacks (formerly Largo Food Exports), Ireland's largest manufacturer of crisps and snack foods, and 11 years on, they remain a loyal customer ours and a keen user of IFS Applications.

At Vanilla we understand that keeping existing customers is in many ways more valuable than constantly having to find news ones and so we remain heavily focused on the building of meaningful long term relationships with our customers which produce true value.

2009	63	2	1	1	$6.8m
Established	**Employees**	**UK Offices**	**US Offices**	**SL Offices**	**Turnover**

IFS GOLD CHANNEL PARTNER — **IFS GOLD SERVICES PARTNER** — **bsi ISO 9001:2015 Quality Management** — **bsi ISO/IEC 27001 Information Security Management IS 894554** — **Microsoft Cloud Solution Provider** — **boomi A Dell Technologies Business AUTHORIZED PARTNER**

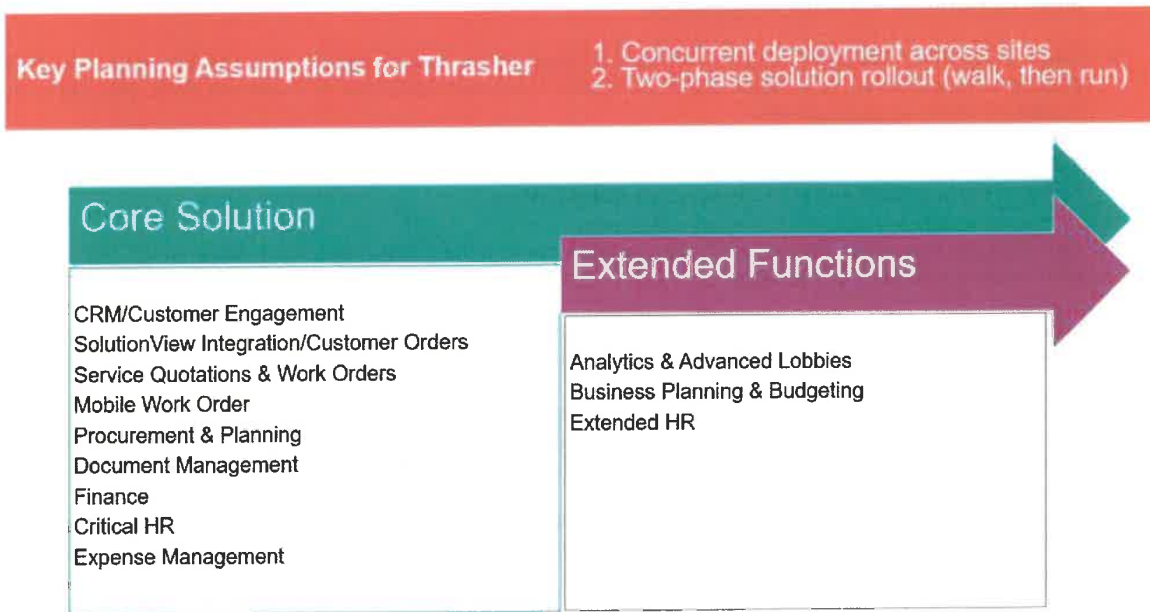# EXHIBIT A

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6. THRASHER – SOLUTION SUMMARY

Our proposed solution includes full support for Thrasher's operations. Our aim is to essentially replace all core legacy applications with the exception of SolutionView, RingCentral and Paycom. Our reasons for believing that it's correct to retain these applications are as follows:

SolutionView: This is a highly bespoke and almost perfectly adapted tool for managing customer education and work scoping activities in the homes of prospective clients. It has been designed to the precise specifications of Thrasher and is well supported by a company with whom they have a close relationship. Essentially, we see no need to replace it and will instead integrate with it to provide maximum process automation.

RingCentral: Although IFS Customer Engagement, which is part of our proposal, is capable of direct telephony integration, we understand that Ring Central is being used successfully and is under contract for some significant period. As such, we will integrate with it.

Paycom: Going forward, IFS does not offer an internal payroll solution and instead provides a flexible integration adaptor to allow customers to choose the payroll processing provider that suits them. As such, we will integrate with Paycom for Thrasher.

Excepting the above, we will work with Thrasher to deliver a comprehensive business solution. As illustrated below, we propose to deliver the project simultaneously for all of Thrasher's geographical sites and to defer a small amount of the delivery, shown here as 'Extended Functions' to a second phase. The reason for this is to assure the success of the initial delivery within the timescales preferred by Thrasher (9 months from project kick-off).

Key Planning Assumptions for Thrasher	1. Concurrent deployment across sites 2. Two-phase solution rollout (walk, then run)

Core Solution

CRM/Customer Engagement
SolutionView Integration/Customer Orders
Service Quotations & Work Orders
Mobile Work Order
Procurement & Planning
Document Management
Finance
Critical HR
Expense Management

Extended Functions

Analytics & Advanced Lobbies
Business Planning & Budgeting
Extended HR

In the interests of clarity, we have broken out in the following table those elements of the HRIS solution that we deem as 'critical' (i.e. necessary for the wider business solution to function) and those that we see as 'extended' (i.e. items that we believe might be better addressed once the core solution is live).

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Critical HR elements	Extended HR elements

• Organizational Management
• Employee File Configuration
• Time and Attendance
   ○ Scheduled and Rules
   ○ Resources
   ○ Time Keeping
   ○ Authorization
   ○ Absence Management
   ○ Employee Self Service (Time and Absence only)
	• Benefit Management
	• Employee Development
	• Job and Qualifications
	• Recruitment
	• Onboarding
	• Training
	• Employee Survey
	• Health and Safety

The Thrasher solution will be built in IFS Applications 10 using the IFS Aurena user interface. At a high level, we see the core solution working as follows:

1. Customer **Leads** will be generated via integration with external sources (websites etc), manual entry, creation in the mobile IFS 'CRM Companion' and direct creation from MS Outlook using the IFS 'CRM Panel'

2. Leads will be advanced and nurtured via automated mailings controlled via CRM Campaigns and my human follow- up, driven by **Business Activities**, as applicable.

3. When a customer wishes to schedule an appointment with a Sales Engineer, this will be done using IFS's **Customer Engagement** tool, which allows us to offer appropriate slots that fit in with the skills, geography and availability of the Sales Engineers.

4. Sales Engineers will be directed to customer homes via the **IFS CRM Companion**, where they will work with customers to scope out and price the job using **SolutionView**.

5. An integration from SolutionView to IFS will ultimately result in the creation of a **Work Order** in IFS that will drive both material and resource allocation.

6. Works materials will be planned centrally, using both **MRP** and **Order Point Planning** methods, as applicable. **Distribution Orders** can be used to move materials between sites, if needed.

7. IFS **Warehouse Data Collection** (WaDaCo), a barcode-enabled mobile application, will be used to receive, move, pick and issues materials for jobs. Warehouse **Handling Units** will be used to ease the transport of mixed pallets of materials. Van inventory will also be managed this way.

8. Work Orders will be scheduled based on the skills and availability of Crew Leads. **Scheduling** will again be performed with support from IFS Customer Engagement to ensure an optimal work pattern based on parameters that the business will define.

9. Installation crews will use **IFS Mobile Work Order** to accept jobs, denote that they are en route, review and execute work tasks, issue material (if desired) and obtain customer sign off.
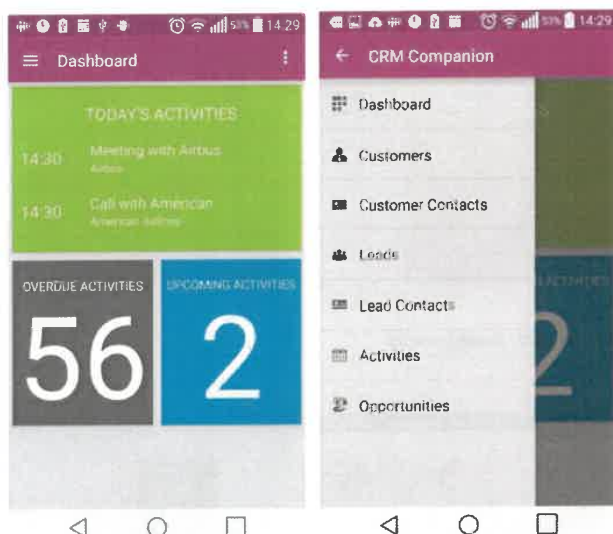
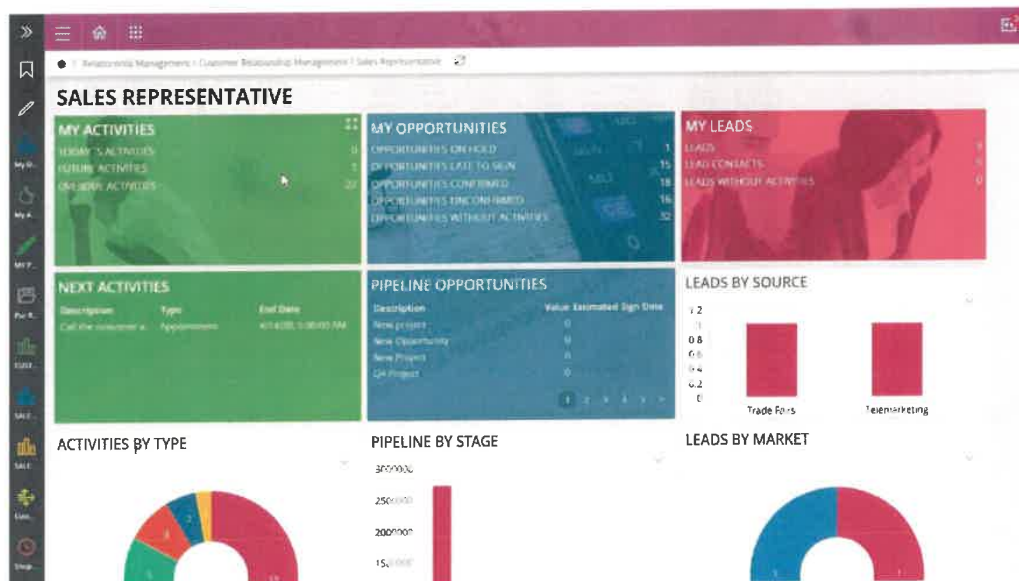# EXHIBIT A

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Fig 1: IFS CRM Companion
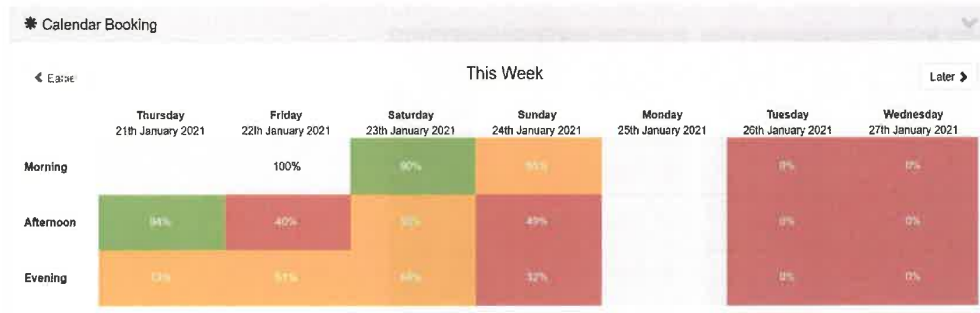

Fig 2: Typical IFS Lobby

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Fig 3: Typical Calendar Booking View in IFS Customer Engagement

Fig 4: Typical Resource/Appointment Scheduling view in IFS Customer Engagement

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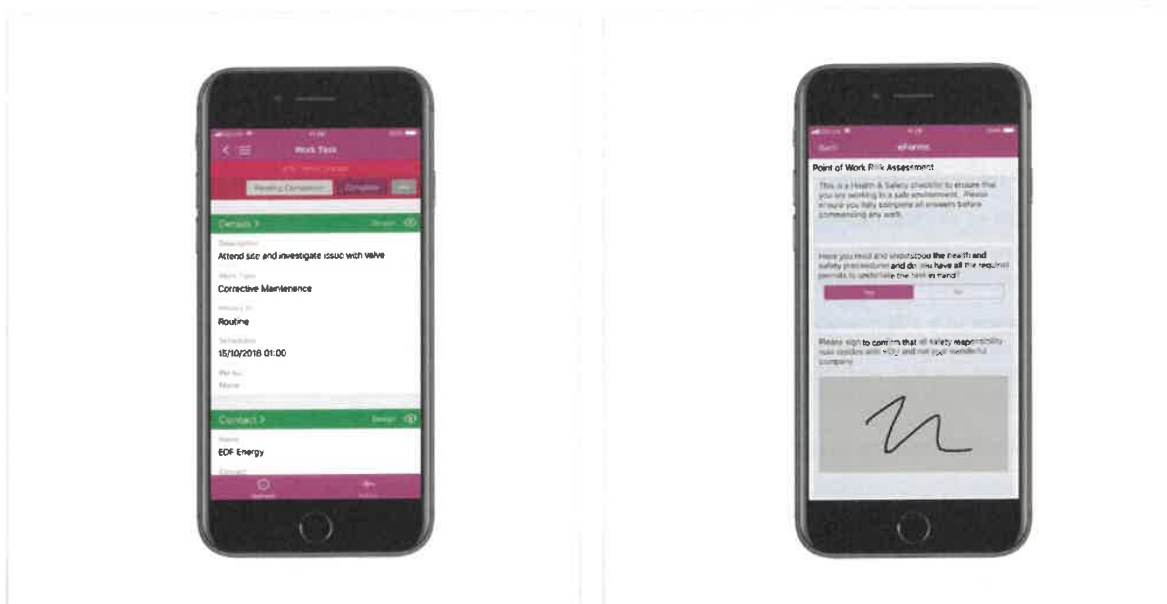# Vanilla

Fig 5: Some views of IFS Work Order showing Job Dispatch and Sign-off

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7. VANILLA – PROPOSED IMPLEMENTATION APPROACH and TIMESCALES

7a. Project Phases

Vanilla's main aim will be to empower Thrasher to become strong and proficient users and administrators of IFS Applications. In particular, we will focus on:

- Applications 10 Orientation and Knowledge Transfer
- Solution Validation within IFS Applications 10
- Migration Scripting to deliver a structured transition

The implementation of a solution such as IFS Applications must be managed in a structured way in order that the whole team are clear on how the solution will be configured, developed and deployed and the role that they each play in the success the project. To that end, Vanilla uses a project management methodology which clearly defines a sequence of steps to deliver successful outcomes for client businesses.

The stages of this approach are as follows:

Initiate
This initial phase focuses on planning the project, agreeing roles and responsibilities, establishing the application infrastructure, and providing basic training to the client core team. Communication of the plan, steps, and responsibilities to the whole team at this early stage ensures that all parties are aligned on how the project will be conducted.

Design
The design stage facilitates the capture of the business requirements to outline the solution and build a first prototype. This will involve the client core team learning more about the functions in the application and conveying the requirements within each business function during a series of solution workshops. The building of a first prototype in this way allows us to rapidly assess the level of application configuration to meet the client business needs and raises skill levels within the core team in the use of IFS Applications. A validated 'Solution Outline' from this phase of work enables the consideration of data requirements and available sources, this being a critical element of a project such as this.

Establish
Having outlined the solution in the design phase, the steps in each process are reviewed within detailed workshops to ensure the application usage and configuration is defined in detail. As part of this process, any customizations, interfaces and reports will be defined which are required to form part of the solution. This phase of work then focuses on delivery of such configurations, developing data scripts to migrate any current data and testing all solution elements as we work towards the 'Application Solution Test' (AST). This test will be governed by scripts which represent the required business scenarios, the formal structure allowing the core team to validate that the solution will meet the business needs. On validation, the focus moves to deployment considerations in terms of defining business roles, security permissions, training requirements and transition (cut-over) planning.

For clarity, the purpose of the AST element of the project is to ensure that a cohesive solution has been developed which satisfies the needs of the business, is technically and functionally clear and in which all handover points and integration

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points are understood and verified. There are normally two cycles of AST testing. In the first (AST 1), we normally have 60-80% of CRIM (customization, reports and interfaces) items developed and we use the test cycle as a way of identifying process, data and technical issues. The second test cycle, AST 2, is normally carried out when all or almost all of the issues from AST 1 have been resolved and when all CRIM items are complete and unit tested. Vanilla will facilitate both AST test cycles and will maintain and score the tests as they progress. Test will be carried out by the core team, with support from Vanilla as needed.

Implement

The objectives of this Implement phase are all about deployment readiness. The focus of the project now becomes training (we recommend a train-the-trainer approach to build business ownership of the solution), transition planning and testing, security model implementation and the structured 'User Acceptance Test' (UAT). This test is a critical step, allowing the wider business to endorse the solution ahead of deployment to production.

For clarity, the purpose of the UAT is to begin to familiarize a larger part of the future user population with the solution and to gain acceptance of same. The UAT is normally facilitated by the core team, with support from Vanilla as needed. The testing will be carried out by members of the wider business community (subject matter experts etc).

The key elements of each implementation stage are shown below.
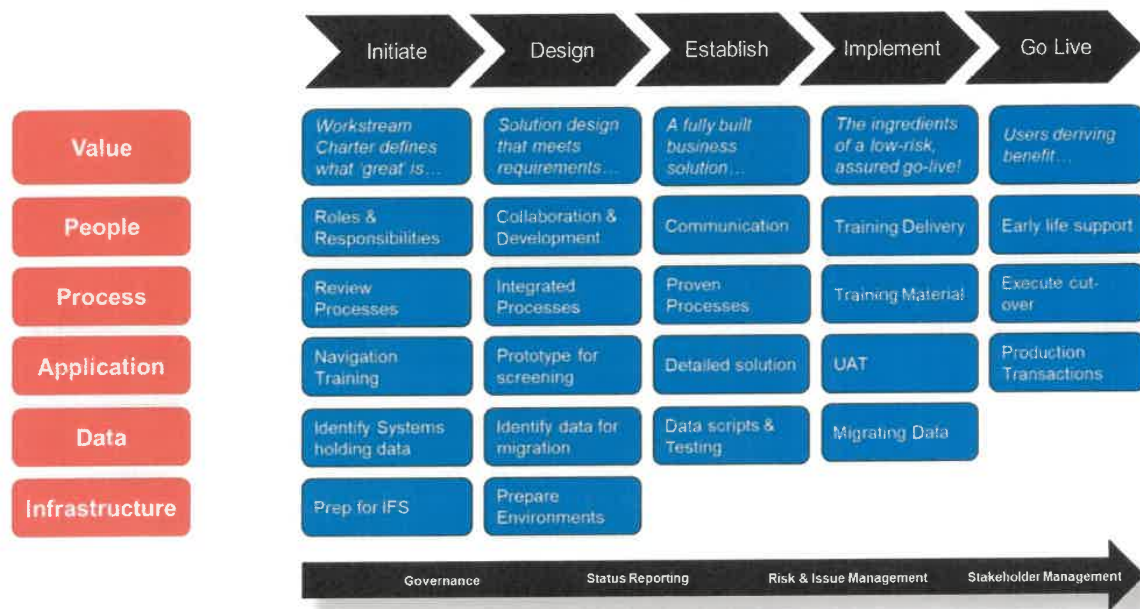
7b. Timescales (Core Solution)

Based on our discussions with Thrasher and Ultra Consultants, we understand that the customer has a preferred timeline of 9 months from Project Kick Off. We view this as moderately aggressive but achievable. So that we can focus on delivering the core solution, we are proposing that Business Planning, Analytics and all HR beyond that needed to execute the core solution are deferred to a 2nd phase. In the case of Business Planning and Analytics, we view this as likely a wisemove regardless of timescales as the solutions for these will be heavily informed by our collective learning as we implement the core solution. Between them, the items we are proposing to defer contribute around 10% of the project delivery cost but would likely have a disproportionately large impact on the schedule.

Planned project durations are given in the following section, Proposed Resourcing.

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8.   THRASHER – PROPOSED RESOURCING

To meet the planned 9-month timescale, Thrasher will need to provide significant good quality resource to the project. Based on our experience of delivering IFS Applications, we see the following Roles as being critical to the success of the project:

Role and Number	Organization	Responsibilities
Project Sponsor (1)	Thrasher	• Monitor the project to ensure that it meets the needs of the Company • Support and evangelize the project within the business • Participate in steering committee meetings to ensure the project goals are being met • Provide final say in the event of deadlock in the Steering Committee • Be available to Thrasher project manager and executives to address project issues or concerns
Steering Committee Member (4-6)	Thrasher, with representative from Vanilla (see Executive Sponsor)	• Approve the Project Master Plan and Timeline • Approve Phase Deliverables • Assist in aligning company to needed process and organizational changes • Monitor project status through routine status meetings • Resolve conflicts • Endorse policy and procedure proposals • Authorize changes resulting in either an increase in time or value above the Thrasher Project Manager's approval limits
Executive Sponsor (1)	Vanilla	• Meet with counterparts from Thrasher early in the selection process and then at pre-determined intervals during the implementation project, primarily during Steering Committee meetings • Establish and maintain a long-term relationship with counterparts from Thrasher • Discuss program concerns, product evolution and corporate direction • Engage in the dispute resolution processes, should that level of escalation be required
Thrasher Project Manager (1)	Thrasher	• Act as primary liaison with Vanilla's Project Manager • Have overall accountability for ensuring resources are planned and secured to support project requirements • With the assistance of the Thrasher's core team members, prepare project plans and budgets for steering committee approval • Coordinate the Thrasher core team activities in line with the project plan • Ensure that team charters and task plans are complete and fully communicated to all participants • Identify issues involving more than one team and ensure that resolution is achieved among all concerned parties • Present unresolved issues to the steering committee • Ensure that issues, alternatives, proposals, and decisions are fully documented and communicated to all concerned • Monitor and report project progress (schedule and budget) to the steering committee • Authorize expenditures specified within the project budget and within limits imposed by the steering committee
Vanilla Project Manager (1)	Vanilla	• Detail and drive the agreed project schedule • Agree and implement detailed plans at all stages of the project to ensure each phase of the project is clearly defined. This includes solution design and definition, technical delivery schedules, cut-over plans, early-life support plans • Provide oversight and management of all aspects of the services provided by Vanilla to Thrasher through the life of the implementation • Act as the primary liaison between Vanilla and Thrasher • Provide effective coordination and scheduling of tasks • Schedule and assigning resources

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		• Communicate status, issuing status reports, documenting and tracking issues to closure, and identifying risks and concerns to Thrasher' Project Manager, leadership team, and steering committee • Manage and validate Change Request

Functional Lead
 	
(5-8, depending on breadth of knowledge)
	Thrasher	• Identify all business scenarios
		• Define the proposed solution to fulfil the scenarios, including the following:
		   ○ Proposed "to-be" business process
		   ○ Standards for data fields to be used including conventions and defaults, field ownership and data quality assurance measures
		   ○ Potential customizations, interfaces and data migration methods
		   ○ Report requirements
		• Attend IFS Applications training
		• Write test plans and scripts for validating the proposed solution across all scenarios
		• Test the software in workshop scenarios, simulating actual business functions
		• Review and approve specifications for customizations and interfaces
		• Develop and/or approve proposed corporate policies and procedures
		• Define proposed system parameters
		• Develop end-user training plans and materials
		• Develop data conversion plans and support requirements
		• Train and support end-users prior to and during final cut over

Technical Team
 	
(1-2)
	Thrasher	• Attend training on IFS System Administration
		• Implement and support IFS Administration functions including:
		   ○ Client deployment
		   ○ User administration and security
		   ○ Event Configuration
		• Print Server maintenance
		• System monitoring and troubleshooting
		• Support reporting writing and querying tools
		• Migration of data from legacy system including:
		   ○ Data sourcing and extraction from legacy systems.
		   ○ Map data from legacy system to IFS Applications
		   ○ Attend training on the use of IFS Data Migration tools to assume responsibility for migration of legacy data into IFS tables

Solution Architect **(1)**	**Vanilla**	• Quality assurance on the design and development of the solution for Thrasher • Bringing together the overall vision and transforming it into the customer solution to ensure cross-functional integration and consistency • Ensuring that solution fulfils the functional/technical requirements defined by Thrasher
Business Consultant **(4)**	**Vanilla**	• Providing high level training to the functional team members in IFS Applications functionality • Leading solution workshops to realize the business requirements for Thrasher • Lead and Document Functional and Cross Functional Workshops • Documenting the solution • Creating specifications for interfaces and customizations (as required) • Supporting the customer core process teams • Assisting the functional team members in preparing test plans • Evaluating and resolving issues that arise • Providing guidance with structuring training materials • Supporting execution of system testing • Providing Go Live Support • Facilitating final hand-off to support post go-live
Technical Consultant **(1-2)**	**Vanilla**	• Provide Training for the Thrasher Technical Team • Develop code for customizations or interfaces to address unique business requirements • Provide guidance on configuring lobbies and report creation

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		• Guide Thrasher on best practice technical approaches to meet their solution objectives • Support data migration activities including training, initial script creation, data mapping, dependency identification, migration execution and results validation • Provide technical support for cut-over and go-live
Subject Matter Experts	**Thrasher**	• Provide expert input on business process and solution issues in support of the functional leads • Act as a 'bridge' between the core project team and the wider business • Promote the solution with colleagues • Observe the second Application Solution Test • Support the User Acceptance Test

Based on the above project resource structure, we would realistically be looking at a resource contribution from each Thrasher team member, by role, roughly as follows:
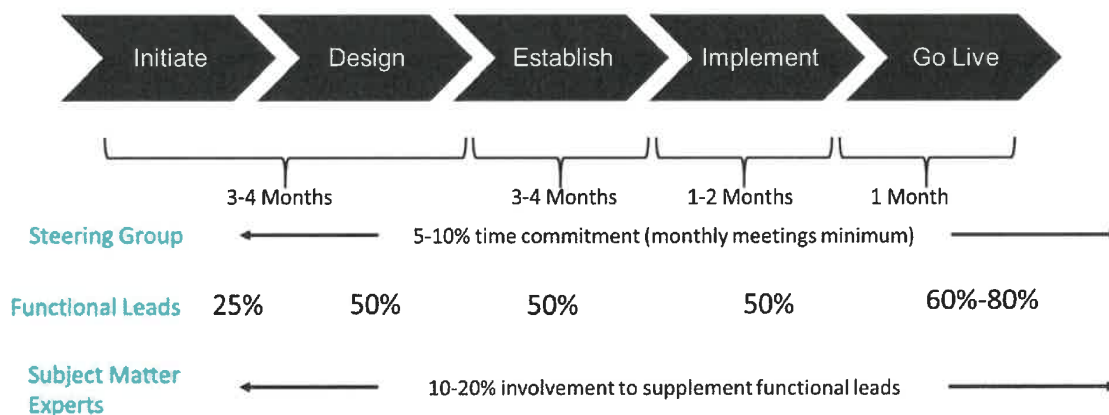
Times for phases are indicative and do change due to availability, this is why communication is key. Ideally the functional leads need to have in-depth business knowledge of the core processes that they are responsible for. Subject Matter Experts are there to handle the intricacies of the process when further detail is needed.

Please note that, for Functional Leads, resourced consumption is not necessarily flat within project phases. For instance, during the Design Phase, Functional Leads will be needed at roughly 50% throughout, while during the Establish phase, they will be needed rather little for the first few weeks while we build the solution, and then intensively during the Application Solution Tests.

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9. VANILLA – HOURS AND COSTS BY PHASE

9a. Core Solution

The table below summarizes the number of Vanilla implementation hours we expect to consume on the project, broken down by project phase and resource type.

Resource Type	Project Phase					Total Hours	Rate USD/h	Cost USD
	Initiate	Design	Establish	Implement	Go Live			
Solution Architect & Business Consultants	80	440	520	420	300	**1760**	195	343,200
Senior Developers			320	80	80	**480**	150	72,000
Technical Consultant (Environment Preparation)	60					**60**	165	9,900
Project Manager	480					**480**	185	88,800
Total	**620**	**440**	**840**	**500**	**380**	**2780**		**513,900**
Less 7.75% Best and Final discount								**(39,827)**
Discounted Total								**474,073**

Going into more detail, these are the approximate hours we would expect to spend on each activity. While these are broadly proportionate and are presented in good faith and based on experience, there will be a degree to which some activities may end up taking a little longer and some perhaps a little less time. The largest factor that influences the accuracy of this forecast is the degree of engagement of the core team.

Phase	Activity	Resource Type				Total Hours
		SA & BC Hours	Developer Hours	Tech Con Hours	PM Hours	
Initiate	*Core Team UX Training and Sandbox Play*	24				140
	Business Process Familiarization	24				
	Initial Data Review	32				
	Environment Preparation			60		
Design	*Core Team Training*	120				440
	Solution Workshops	120			480	
	Requirement Documentation	40				
	Initial Migration Mapping	40				
	Solution Definition Documentation	80				
	Project Administration	40				
Establish	*Solution Configuration and Build*	100	20			840
	Report Definition and Development	80	80			
	Lobby Definition and Development	80	80			
	Customization Definition and Dev.	60	40			

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	AST Planning and Preparation	80	40			
	AST 1 Support	40				
	AST 1 Rework Support	20	30			
	AST2 Support	40				
	AST Migration Support	20	30			
Implement	*Cutover Planning*	120	20			
	Data Migration Verification	40	40			500
	UAT Preparation	80	20			
	UAT Support	80				
	End User Training Support	100				
Go Live	*Execute Cutover*	120	80			
	Solution Verification	20				380
	Initial Hypercare	160				
	Total	**1760**	**480**	**60**	**480**	**2780**

9b. Integrations

The table below summarizes our expected hours and costs for integration with SolutionView, Paycom and RingCentral. Please note that we have reduced our estimate of the likely cost and complexity of the SolutionView integration, based on the short technical discussion we had with Supportworks.

** Please note that we have adjusted our rates in this table to extend the discount offered in Section 9a to these integration works too.

Integration	Resource Type	Delivery Phase					Total Hours	Rate USD/h	Cost USD	Totals USD
		Spec	Dev	Test	Rework	Doc				
SolutionView Interface	*Business Consultant*	32	16	24	8	16	**96**	180	17,280	34,092
	Senior Developer		50	16	20	16	**102**	138	14,076	
	Project Manager	16					**16**	171	2,736	
RingCentral Interface	*Business Consultant*	16	8	12	4	8	**48**	180	8,640	18,552
	Senior Developer		24	8	12	8	**52**	138	7,176	
	Project Manager	16					**16**	171	2,736	
Paycom Interface	*Business Consultant*	16	8	12	4	8	**48**	180	8,640	18,552
	Senior Developer		24	8	12	8	**52**	138	7,176	
	Project Manager	16					**16**	171	2,736	
	Total	**112**	**130**	**80**	**60**	**64**	**446**		**71,196**	

EXHIBIT A

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9c. Extended Functions

As discussed previously, we are proposing to defer some elements of the solution until initial go-live of the core solution has been achieved. These would be as follows:

- Business Planning, including annual business forecasting, forecast-based budgeting and sales & operations planning
- Analytics and advanced Lobbies/Visualizations
- HR Functions as described in Section 6

At the present time, we expect Time & Attendance and Employee expenses to remain in scope. Once the initial go-live has been achieved, the number of Vanilla implementation hours we expect to consume on the project, broken down by project phase and resource type, to deliver these extend functions is shown in the table below.

Please note the following:

1. This is probably the least reliable of our estimates as the exact solution for Business Planning will doubtless develop/emerge as the core project progresses.
2. There will be no Initiate phase needed for this work as the base solution will already be instantiated.
3. Due to the elevated levels of IFS knowledge that will exist at Thrasher by the time of this work, we have reduced our go-live and technical estimates as we expect some of this to be done by Thrasher/Supportworks

** Please note that we have adjusted our rates in this table to extend the discount offered in Section 9a to these integration works too.

Resource Type	Design	Establish	Implement	Go Live	Total Hours	Rate USD/h	Cost USD
Solution Architect & Business Consultants	120	40	40	24	**224**	180	40,320
Senior Developers		40	40	24	**104**	138	14,352
Total	**120**	**80**	**80**	**48**	**328**		**54,672**

9d. Rate escalation guarantee

Vanilla hereby agrees that our hourly rates will remain fixed until the solution is live with Thrasher and 2 financial months-ends/close cycles have been successfully completed.

9d. Resource Location

Wherever possible, Vanilla will use consultants from its US business to support the implementation. We will use a US-based Project Manager and we would expect that approximately 70-80% of functional consulting services will be delivered by US-based staff. Where UK-based staff are delivering consulting services, this will be carried out remotely in the majority of cases, if not all of them. Technical and development services will normally be carried out by our UK-based Technology group, though we do have a US-based Technical Consultant who can attend site as required.

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10. IFS PRODUCT MAINTENANCE

The IFS Support Center's mission is to provide customers a single, easy-to-use, seamless conduit into the IFS Organization and its knowledge products and services. IFS support provides skilled technical assistance for issues related to our customers' IFS products. Our goal is to ensure that customer issues are resolved timely, efficiently, with accurate responses, which will lead to increased customer benefits and greater customer satisfaction.

IFS Support is dedicated to delivering the best available services globally, consisting of multiple support centers around the world to ensure rapid response and knowledge about our customers' local conditions.

During the implementation period, primary operating support will be provided by Vanilla's implementation team on-site and by teleconference. Next level support during implementation, and primary support after implementation, is the IFS Support Center. Once Go Live is completed and the implementation project is completed, there is a formal handoff to the IFS Client Manager and IFS Support Center who will work with you on an on-going basis.

10a. Local Support Centers – Global Infrastructure

IFS Support is dedicated to delivering the best available services globally, consisting of multiple support centers around the world to ensure rapid response and knowledge about our customers' local conditions. At the same time, a global organization requires worldwide support because our customers expect the same answers regardless of where in the world they are calling from. To facilitate seamless access to the best knowledge at any given time, our global support centers arebacked up by our local support centers.

IFS Support Centers are divided into key regions (Americas, Europe and Asia Pacific) to provide our customers with a strong network of local, national, and global support. For North America, the IFS Support Center is located in Brookfield, Wisconsin.

We use a common support process enabled by a shared global information infrastructure. All contacts are recorded in a single environment, enabling us to call on our experts from around the globe to provide our customers with the best possible solutions.

The model is defined as follows:
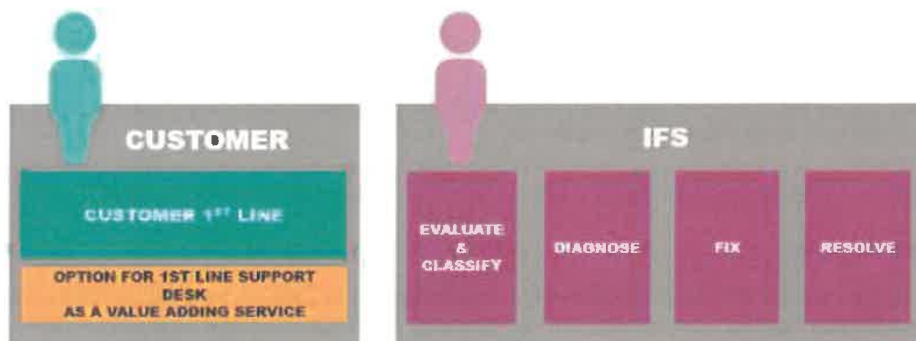
10b. Knowledge-Intensive Support

An important aspect of the IFS support philosophy is the notion that development and support are closely connected. IFS believe that in order to get the best support, our customers need access to the best available knowledge. This is why the people who developed the product are also a natural part of the support process. The technical and functional expertise at the IFS development centers is always available as an escalation level. The result is a knowledge intensive support organization where our customers' views and suggestions go straight into the enhancement process, ensuring agile

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development that directly address customers' needs. This gives our customers the best of two worlds: a global support infrastructure, backed up by local support based on local knowledge.

10c. Full Control

IFS keeps track of all customers and customer installations, as well as reported cases, fixes and updates. By retaining a record of both the standard and customized software, they are able to analyze errors, changes, and upgrades. IFS, Vanilla and/or our customers' own IT department can monitor and plan any actions with minimum delay to maximize uptime and reduce disruption. By utilizing the Lifecycle Support system, IFS collaborates with our customers to perform in-depth impact analysis when planning any changes: fixes, updates, or new customizations as well as upgrade projects. These tasks or projects flow smoothly since we have structured and detailed information about customers' entire environment, including customizations. This enables controlled migration of customized code and supports efficient handling of corrections or further development of customizations.

10d. IFS Gold Support Package Details

When customers require hands on help from IFS, our support team is available from 7:00 am to 7:00 pm Central Time, weekday excluding IFS US holidays. IFS offers the ability for customers to log incidents via our online customer portal as well as access solutions in the Knowledge Database to resolve requests immediately. Regardless of the channel customers use to submit support tickets, IFS has best-in-class tools to ensure support tickets are routed to the most appropriate support queues and team, ensuring timely response and resolution of issues.

The IFS Gold Support Services is designed to keep the product up to date, provide access to next releases and resolve product related issues upon request. To maintain the solution, we assist customers by:

- resolving errors and malfunctions in the software,
- pro-actively making available the latest fixes, updates and versions of the licensed software,
- providing tools, methods and best practices on how to install, configure and manage the IFS product landscape.

Gold Support Services includes:

- 24/7 critical responsiveness
    - create and manage support cases
    - resolve known issues using a mature knowledge database
- Support services
    - case evaluation and classification of registered cases and determination of their route to resolution.
- Maintenance
    - right to new versions, updates and fixes to maintain quality and remain updated with the latest technical and functional developments.

IFS Applications Support under Maintenance does not carry a SLA, but provides target response times goals.

Case Severity	Description	GOLD Response Goal
0 Unassigned	Case Severity has not been assigned.	Not Applicable
1 System Down	The Applicable Environment is completely unavailable to all Users	1 Working Hour
2 Critical	The Applicable Environment is operational, but with a severely reduced level of service and no workaround exists	4 Working Hours
3 Routine	The Applicable Environment is operational at, or close to, a normal level of service, but is at risk of failure or with a productivity issue that causes inconvenience	12 Working Hours
4 Minor	Any Incident with insignificant or no operational impact on service performance but which requires routine effort to effect resolution _	1 Working Week

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11. COSTS

The following costs have been arrived based on user information provided by Thrasher and Ultra Consultants and from discussions which took place during the demonstration and the follow-up session. In summary, we have based our license pricing on the following factors:

- 149 Full IFS Users
- 88 CRM Users (using IFS CRM Companion in place of SalesView)
- 128 Mobile Work Order Users (using IFS Mobile Work Order in place of ProductionView)
- IFS Warehouse Data Collection (WaDaCo) base license plus 20 WaDaCo Users
- 20 IFS Customer Engagement (CE) users plus 1 CE Studio License to configure the solution
- A hosted model with a subscription-based license agreement over 5 years (with 3 year option)
- A secure hosting tenancy in the Microsoft Azure Cloud with a reserved instance

11a. Annual Costs for IFS Applications Licensing & Hosting (5 year subscription option)

Item		Annual Cost (USD)
IFS Applications Licensing including essential 3rd Party Licenses	Based on users outlined in section 7a above, based on a 5 year subscription term. Including annual maintenance, which covers product support and entitles users to upgrade to new versions of the product.	259,031
IFS Applications Hosting and Server/Database support in Vanilla Managed Cloud	Includes specialist Oracle database support and server support. We have allowed for 1 production (live) environment and 2 non-production environments. Also included is the provision of IFS Touch Apps servers and proxy servers, as required by our proposed solution. We will work with you to select a Microsoft Azure datacentre region but we would suggest that the Central US Region (sited in Iowa) or the West Central US Region (sited in Wyoming) should be considered.	89,950
TOTAL ANNUAL COST FOR SOFTWARE, MAINTENANCE AND HOSTING		348,981
Illustrative cost per month		29,082

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11b. Annual Costs for IFS Applications Licensing & Hosting (3 year subscription option)

Item		Annual Cost (USD)
IFS Applications Licensing including essential 3rd Party Licenses	Based on users outlined in section 7a above, based on a 3 year subscription term. Including annual maintenance, which covers product support and entitles users to upgrade to new versions of the product.	304,850
IFS Applications Hosting and Server/Database support in Vanilla Managed Cloud	Includes specialist Oracle database support and server support. We have allowed for 1 production (live) environment and 2 non-production environments. Also included is the provision of IFS Touch Apps servers and proxy servers, as required by our proposed solution. We will work with you to select a Microsoft Azure datacentre region but we would suggest that the Central US Region (sited in Iowa) or the West Central US Region (sited in Wyoming) should be considered.	89,950
TOTAL ANNUAL COST FOR SOFTWARE, MAINTENANCE AND HOSTING		**394,800**
Illustrative cost per month		**32,900**

11c. Estimated Implementation Services and Other Non-Recurring Costs

Professional Services to deliver proposed solution (Core Solution)		Cost (USD)

Implementation Costs (Core Solution)	Services costs are indicative based on our experience of delivering similar projects. The following assumptions have been made:
	
	• Solution Architect and other key services delivered by Vanilla, Inc using US-based staff where practicable
	• Technical work delivered remotely from the UK using Vanilla Solutions (UK) staff, to save costs
	• Travel costs, where applicable, are not included in this estimate
	• We have assumed a 'typical' level of effort, which in broad terms looks like this:
	
	    a. Project Management to be shared by Vanilla and Thrasher
	    b. Application Consulting to be provided by Vanilla
		474,073

EXHIBIT A

Vanilla

	c. Conduct of business/benefit workshops by Vanilla with full Thrasher attendance d. Solution Mapping to be conducted by Vanilla/Thrasher joint team e. Test Planning and Test Management by Vanilla f. Test Support from Vanilla g. Solution testing by Thrasher h. Training Material Preparation by Vanilla with support from Thrasher i. Training Delivery (end user) by Thrasher j. Application configuration and customization by Vanilla k. Report writing (IFS Lobbies, Crystal, SSRS, SQL etc) by Vanilla initially, handing over to Thrasher once upskilled l. Data migration (via IFS Migration utility and PL/SQL scripting) by Vanilla initially, handing over to Thrasher once upskilled m. Interface development by Vanilla We would expect a deployment timescale of around 9 months.	
Implementation Costs (Extended Functions)	Additional costs to deliver those capabilities given as 'Extended Functions' above.	54,672
SolutionView Integration	Our costs to deliver the IFS elements of the integration	34,092
RingCentral Integration	Our costs to deliver the IFS elements of the integration	18,552
Paycom Integration	Our costs to integrate with Paycom	18,552
Solution build and support environment preparation	Due to IFS's unique componentised architecture, your solution will be custom-built, and an exact copy of if will be installed in IFS's Support Centre to enable rapid and efficient diagnosis of any support issues. There is a one-time cost for this.	10,000
Installation and hosting setup	Creation of 3 IFS environments in Azure, including all software installation and initial configuration	9,750
TOTAL BUDGETARY COST FOR SETUP, IMPLEMENTATION AND INTEGRATION		**619,691**

11d. Cash Outlay Frequency for Professional Services
All professional services will be invoiced monthly in arrears, along with any travel/subsistence expenses which will be invoiced at actual cost. Thrasher may terminate this Solution Proposal and Statement of Work at any time by providing written notice of termination to Vanilla. Upon termination, Thrasher shall only be responsible for payment of professional service hours and expenses incurred prior to termination. Vanilla may terminate this Solution Proposal and Statement of Work at any time by providing written notice of termination to Thrasher. Upon termination, Thrasher shall only be responsible for payment of professional service hours and expenses incurred prior to termination.

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12. IFS REFERRAL FEES

IFS and Vanilla agree to pay Thrasher 5% of the total IFS License Revenue (third party products excluded) for any approved referral that Thrasher brings to IFS. The 5% referral payment will be limited to the initial term of any signed contract and is uncapped. Final approval for any Thrasher referral will be reviewed and approved by North American CEO Cindy Jaudon.

The referral mechanism would be that Thrasher passes the lead to Vanilla who will carry out initial qualification and then work with IFS to determine the best method to address the opportunity.

Final terms may be discussed upon Vendor of Choice selection with Thrasher input.

13. APPROVAL

We the undersigned hereby approve this Statement of Work and agree to abide by the terms set forth herein.

Vanilla, Inc.   **Thrasher, Inc.**

Signed: Signed: *Britta Durow*

Printed: Andrew M. Bell   Printed: *Britta Durow*

Title: Director   Title: *IT Manager*

Dated: Dated: *4/29/2021*

EXHIBIT A

Vanilla

PROJECT INVOICE

Invoice Address:
Thrasher Foundation Repair
11844 Valley Ridge Drive
68046 - Papillion
Nebraska
US - UNITED STATES

Invoice Number:
20010150
Invoice Date:
04/29/2022
Customer Reference:

Our Reference:
APRIL SERVICES
Due Date:
05/29/2022
Period
03/28/2022 - 04/29/2022

Code	Description	Quantity	Price	Tax	Amount
V2097	Thrasher - IFS Implementation				
CON	Consultant	214.50	180.00	N	38,610.00
DEV	Developer	138.00	138.00	N	19,044.00
LCON	Lead Consultant	5.00	180.00	N	900.00
PM	Project Manager	50.75	171.00	N	8,678.25

Subtotal	67,232.25
Tax	0.00
Total USD	**67,232.25**

Tax Summary

Code	Description	Tax Amount
N	No Tax	0.00

EXHIBIT B

Invoice Address:
Thrasher Foundation Repair
11844 Valley Ridge Drive
68046 - Papillion
Nebraska
US - UNITED STATES

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03/28/2022 - 04/29/2022

Transaction Details

Date	Code	Resource/Comments	Quantity	Price	Amount
3/28/2022	CON	Jude Corera Post onsite items follow up - with Erika: HR item solutioning	4.00	180.00	720.00
3/28/2022	PM	Michelle Richardson Meet w/ Britta; and Project Pack review	1.00	171.00	171.00
3/28/2022	DEV	Jack Dommett Modifying deliverable scripts and instructions. Noted errors to be rectified.	8.00	138.00	1,104.00
3/29/2022	DEV	Jack Dommett Corrected present issues with Employees migration	8.00	138.00	1,104.00
3/29/2022	PM	Michelle Richardson Rename Storyboards (add ID in front)	1.00	171.00	171.00
3/30/2022	CON	Jude Corera Thrasher Cross functional Meeting with Caroline	1.00	180.00	180.00
3/30/2022	DEV	Jack Dommett Created Vendors staging table	3.00	138.00	414.00
3/30/2022	DEV	Aleksandra Bijacik C005 rework, CE errors investigation, Data Migration	6.50	138.00	897.00
3/30/2022	CON	Caroline King Internal meeting to discuss HR requirements	1.00	180.00	180.00
3/31/2022	CON	Caroline King Meeting with Kali to discuss Sprint feedback	2.00	180.00	360.00
3/31/2022	DEV	Jack Dommett Begun Vendors migration, general info and address info migrated	8.00	138.00	1,104.00
3/31/2022	CON	Jude Corera AR Interest Calculation and Reminder letters requirement setup based on onsite meeting with Amanda and Michon	4.00	180.00	720.00
3/31/2022	CON	Kelvin Robinson Commissions prep, workshop and write up Actions and decisions work Solution Document prep	8.00	180.00	1,440.00
3/31/2022	DEV	Aleksandra Bijacik C005 rework, CE errors investigation, Data Migration	5.50	138.00	759.00
4/1/2022	DEV	Jack Dommett Continued work on Vendors migration	8.00	138.00	1,104.00
4/1/2022	DEV	Aleksandra Bijacik C005 rework, CE errors investigation, Data Migration	8.00	138.00	1,104.00

Vanilla, Inc. 1209 North Orange Street Wilmington DE 19801	Postal Address Vanilla, Inc. 6508 S 27th Street Suite 9 #139 Oak Creek WI 53154	Federal Tax ID 85-1177945	Remit by Wire Transfer Banner Bank Routing #: Account #:

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Date	Code	Resource/Comments	Quantity	Price	Amount
4/4/2022	DEV	Jack Dommett Continued adjustments to Employees and Vendors	6.00	138.00	828.00
4/4/2022	CON	Caroline King Discussions on way forward	1.00	180.00	180.00
4/4/2022	PM	Michelle Richardson Reviewing forecast/availability; Project review - system admin, work on Storyboard tracker,	4.00	171.00	684.00
4/5/2022	CON	Graham Lomas Thrasher - Internal meeting with Caroline regarding planning workshops for Service and Production	0.75	180.00	135.00
4/5/2022	DEV	Jack Dommett Completed changes and finalised Vendors + Employees migrations	5.00	138.00	690.00
4/5/2022	CON	Caroline King Discussing and formulating an action plan with team members regarding Aaron Ruskamp's queries.	1.50	180.00	270.00
4/5/2022	PM	Michelle Richardson Check in w/ Britta	0.50	171.00	85.50
4/6/2022	CON	Erika Bishop Cross functional meeting.	1.00	180.00	180.00
4/6/2022	CON	Graham Lomas Thrasher - weekly internal meeting	1.00	180.00	180.00
4/6/2022	CON	Caroline King Continuing to work through issues and solution. Internal cross-functional workshop.	6.00	180.00	1,080.00
4/6/2022	DEV	Aleksandra Bijacik CE error troubleshooting and additional development,	8.00	138.00	1,104.00
4/6/2022	PM	Michelle Richardson Weekly Cross function meeting and follow up	1.50	171.00	256.50
4/6/2022	CON	Kelvin Robinson Internal Vanilla Weekly meeting	1.00	180.00	180.00
4/7/2022	CON	Kelvin Robinson Project documents update Storyboard work Planning for workshops	8.00	180.00	1,440.00
4/7/2022	PM	Michelle Richardson Reconcile Storyboard tracker lists.	1.50	171.00	256.50
4/7/2022	DEV	Aleksandra Bijacik CE error troubleshooting and additional development,	8.00	138.00	1,104.00

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Date	Code	Resource/Comments	Quantity	Price	Amount
4/7/2022	CON	Caroline King Working through and developing a storyboard for the CE and related processes	5.50	180.00	990.00
4/7/2022	CON	Graham Lomas Thrasher - working on the best way to plan Fleet work orders and ensure that vehicles planned for maintenance are not resourced for production	5.00	180.00	900.00
4/7/2022	CON	Erika Bishop HR functional meeting with Caroline and Jude.	1.00	180.00	180.00
4/8/2022	PM	Michelle Richardson Workshop review	1.00	171.00	171.00
4/8/2022	DEV	Aleksandra Bijacik CE error troubleshooting and additional development,	8.00	138.00	1,104.00
4/11/2022	CON	Graham Lomas Thrasher - held 2 workshops with the Thrasher CC team to go through work task template data migration and to go through service quotations focussing on the more in-depth requirements and capturing any basic data	8.00	180.00	1,440.00
4/11/2022	PM	Michelle Richardson Check in w/ Britta; workshop review.	1.00	171.00	171.00
4/12/2022	CON	Graham Lomas Thrasher - Pre-planning workshop with the CC team	2.00	180.00	360.00
4/12/2022	PM	Michelle Richardson Check in w/ Caroline; follow up on workshops	1.00	171.00	171.00
4/12/2022	CON	Kelvin Robinson ERP Parts Workshop Prep Write Up	7.00	180.00	1,260.00
4/12/2022	CON	Jude Corera HR Workshop	4.00	180.00	720.00
4/12/2022	CON	Graham Lomas Thrasher - workshop with CC team to go through assigning the work leader. Writing Contact Reports for this and previous sessions	4.50	180.00	810.00
4/12/2022	CON	Erika Bishop Prepare for and host Solution workshop on proposed HR flow	4.00	180.00	720.00
4/13/2022	CON	Kelvin Robinson	8.00	180.00	1,440.00

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Date	Code	Resource/Comments	Quantity	Price	Amount
4/13/2022	CON	ERP Warehouse Workshop Prep Write Up Jude Corera ERP CC and AR workshop Accounting Work Shop	8.00	180.00	1,440.00
4/13/2022	CON	Caroline King Ongoing development of solution and documentation	3.00	180.00	540.00
4/13/2022	CON	Graham Lomas Thrasher - meeting with Aleks to discuss what is required to build the Service Quotation through automation based on the current development	1.00	180.00	180.00
4/13/2022	CON	Graham Lomas Thrasher - investigating issue with Work Task Template work steps not carrying through to the Work Order when generated from a Service Quotation.	2.00	180.00	360.00
4/13/2022	CON	Graham Lomas Thrasher - workshop with AR and CC to discuss Invoicing of work orders.	2.50	180.00	450.00
4/13/2022	CON	Graham Lomas Thrasher - working out how to create cost lines for costs associated with credit cards. Manual transactions are the solution	0.50	180.00	90.00
4/13/2022	DEV	Aleksandra Bijacik CRIM reworks, and CE	8.00	138.00	1,104.00
4/14/2022	PM	Michelle Richardson Storyboard - teams review/updates; forecasting and scheduling; Project admin/review	4.00	171.00	684.00
4/14/2022	CON	Graham Lomas Thrasher - call with Kelvin to discuss unissue of materials.	0.25	180.00	45.00
4/14/2022	CON	Caroline King Preparation and deliver for workshop on CRM companion app and requirements with Kraig; catch up with Kali to discuss issues	4.00	180.00	720.00
4/14/2022	DEV	Aleksandra Bijacik CRIM reworks, and Reporting requirement gathering	8.00	138.00	1,104.00
4/14/2022	CON	Caroline King Internal CE ongoing design discussions	1.00	180.00	180.00
4/14/2022	CON	Kelvin Robinson	5.00	180.00	900.00

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Date	Code	Resource/Comments	Quantity	Price	Amount
4/15/2022	CON	ERP Procurement Workshop Prep Write Up Jude Corera ERP Accounting workshop - finalize chart of accounts	4.00	180.00	720.00
4/15/2022	PM	Michelle Richardson Work on securing schedules for AST 1 move to June	2.00	171.00	342.00
4/18/2022	CON	Erika Bishop HR Workshop and prep	2.50	180.00	450.00
4/18/2022	PM	Michelle Richardson Project review, document updates; Check in w/ Britta; Thrasher Action Item review and follow up; financial review.	5.00	171.00	855.00
4/19/2022	CON	Kelvin Robinson ERP procurement Workshop	8.00	180.00	1,440.00
4/19/2022	CON	Graham Lomas Thrasher - updating questions for Michelle and taking actions from the Contact Reports from last week and adding to the actions list	1.50	180.00	270.00
4/19/2022	CON	Graham Lomas Thrasher - looking at a solution to prevent the Production Crew Resource Task being Released before the Pre-Works have been completed.	1.25	180.00	225.00
4/19/2022	PM	Michelle Richardson Review Project Pack Action Items and Contact reports, Compile Thrasher Status	4.00	171.00	684.00
4/20/2022	DEV	Aleksandra Bijacik Service Workshop	2.00	138.00	276.00
4/20/2022	CON	Graham Lomas Thrasher - working through work flow for dependencies on work orders to prevent the Production Crew work task from Starting.	2.75	180.00	495.00
4/20/2022	CON	Graham Lomas Thrasher - Meetings with Caroline and Kelvin about cross functional requirements.	1.00	180.00	180.00
4/20/2022	CON	Kelvin Robinson Thrasher Procurement and Warehousing Solution Work	8.00	180.00	1,440.00
4/20/2022	PM	Michelle Richardson Weekly PMO, Week Cross Functional meeting (Internal);	3.00	171.00	513.00

EXHIBIT B

Invoice Address:
Thrasher Foundation Repair
11844 Valley Ridge Drive
68046 - Papillion
Nebraska
US - UNITED STATES

Invoice Number:
20010150
Invoice Date:
04/29/2022
Customer Reference:

Our Reference:
APRIL SERVICES
Due Date:
05/29/2022
Period
03/28/2022 - 04/29/2022

Transaction Details

Date	Code	Resource/Comments	Quantity	Price	Amount
4/20/2022	CON	Caroline King PMO meeting and internal cross-functional meeting.	2.00	180.00	360.00
4/20/2022	CON	Graham Lomas Thrasher - Service Workshop with Service Team	2.00	180.00	360.00
4/20/2022	CON	Erika Bishop Cross functional meeting	1.00	180.00	180.00
4/21/2022	CON	Caroline King Steering Committee meeting, writing up contact report re: Sales/Service, CE progress update and service solutionizing.	4.00	180.00	720.00
4/21/2022	PM	Michelle Richardson Thrasher Steer Co,; Email follow up	2.00	171.00	342.00
4/21/2022	CON	Graham Lomas Thrasher - writing the contact report for yesterday's Service workshop. Arranging CRM companion meeting with Kelvin Arranging an internal workshop for Service.	3.25	180.00	585.00
4/21/2022	DEV	Aleksandra Bijacik CE - Service process	8.00	138.00	1,104.00
4/21/2022	CON	Jude Corera Thrasher Fixed Assets data and setup	4.00	180.00	720.00
4/21/2022	LCON	Andy Bell Steering Committee	1.00	180.00	180.00
4/21/2022	CON	Graham Lomas Thrasher - Workshop with Service Team.	4.00	180.00	720.00
4/22/2022	CON	Graham Lomas Thrasher - internal meeting to demonstrate CRM Companion	1.25	180.00	225.00
4/22/2022	PM	Michelle Richardson Check in with Graham, and Britta; Forecast and Scheduling for AST 1	4.00	171.00	684.00
4/22/2022	CON	Graham Lomas Thrasher - looking at the best method to capture dollar amounts	1.25	180.00	225.00
4/22/2022	CON	Graham Lomas Thrasher - meeting with Michelle to discuss future workshops and the approach to service	0.75	180.00	135.00
4/22/2022	CON	Graham Lomas Thrasher - writing contact report and updating the Visio drawing created from the service workshop yesterday	2.50	180.00	450.00

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03/28/2022 - 04/29/2022

Transaction Details

Date	Code	Resource/Comments	Quantity	Price	Amount
4/22/2022	CON	Kelvin Robinson ERP Operations Workshop CRM Companion Config and Setup	8.00	180.00	1,440.00
4/22/2022	DEV	Aleksandra Bijacik CE - Service process	4.00	138.00	552.00
4/25/2022	CON	Erika Bishop Review work order setup and resource settings Cross functional meeting on resource and maintenance groups	1.50	180.00	270.00
4/25/2022	LCON	Andy Bell CE review with Aleks	1.00	180.00	180.00
4/25/2022	CON	Graham Lomas Thrasher - meeting with Erika to discuss how time reports for work tasks can be captured for a team	1.00	180.00	180.00
4/25/2022	PM	Michelle Richardson Check in w/ Graham; Scheduling adjustments, Completed updating Vanilla Availability and forecast updates; request for agendas;	3.25	171.00	555.75
4/26/2022	CON	Graham Lomas Thrasher - creating the Customer/Final Questionnaire survey complete with creating the work flow configuration and testing in Technician Portal and also in Mobile Work Order	3.50	180.00	630.00
4/26/2022	CON	Kelvin Robinson Service Workflow with Graham, Aleks and Michelle Update Trackers	4.00	180.00	720.00
4/26/2022	CON	Graham Lomas Thasher - Internal meeting to discuss Service process	2.50	180.00	450.00
4/26/2022	DEV	Aleksandra Bijacik Service workshop/process design	2.00	138.00	276.00
4/26/2022	PM	Michelle Richardson Service Workflow (Cross Functional Session); follow up on schedule requests. Review project documents and build out the PMO Status report	5.00	171.00	855.00
4/26/2022	CON	Erika Bishop HR Workshop	2.00	180.00	360.00
4/27/2022	PM	Michelle Richardson Weekly PMO; Weekly Cross Functional; follow up documentation, and scheduling	2.00	171.00	342.00
4/27/2022	CON	Erika Bishop	1.50	180.00	270.00

Vanilla, Inc.
1209 North Orange Street
Wilmington
DE 19801

Postal Address
Vanilla, Inc.
6508 S 27th Street Suite 9 #139 Oak
Creek WI 53154

Federal Tax ID
85-1177945

Remit by Wire Transfer
Banner Bank
Routing #:
Account #:

EXHIBIT B

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Thrasher Foundation Repair
11844 Valley Ridge Drive
68046 - Papillion
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03/28/2022 - 04/29/2022

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Date	Code	Resource/Comments	Quantity	Price	Amount
4/27/2022	CON	HR Workshop Kelvin Robinson Commissions Prep work Commissions Call with Danielle Vanilla INternal Team Meeting	7.00	180.00	1,260.00
4/27/2022	DEV	Aleksandra Bijacik Service and Maintenance processes in CE and IFS	8.00	138.00	1,104.00
4/27/2022	CON	Jude Corera Cross Functional Meeting and Thrasher agendas	2.00	180.00	360.00
4/28/2022	LCON	Andy Bell CE review with Aleks and CE solution presentation	3.00	180.00	540.00
4/28/2022	CON	Kelvin Robinson Operations Work Task call Work on Commissions	2.00	180.00	360.00
4/28/2022	CON	Jude Corera Finance Reporting Meeting and work on FA data	4.00	180.00	720.00
4/28/2022	PM	Michelle Richardson Vanilla CE Demo	2.00	171.00	342.00
4/28/2022	DEV	Aleksandra Bijacik CE Demo workshop, Service processes in CE and IFS, Finance Reporting workshop	8.00	138.00	1,104.00
4/29/2022	PM	Michelle Richardson Service workflow review with Jude, Graham, Kelvin, and Aleks; Document review and project admin	2.00	171.00	342.00
4/29/2022	CON	Jude Corera Service work flow meeting with Graham create company in Prod	4.00	180.00	720.00

67,232.25

EXHIBIT B

bakertilly

Thrasher Foundation Repair
11844 Valley Ridge Drive
Papillion, Nebraska 68046 UNITED STATES

Vanilla, Inc.

Invoice Date: August 5, 2022
Invoice Number: VUS68
Client Number: 270196
Project Name: Thrasher - IFS Implementation
Project Number: 2035740

INVOICE	AMOUNT
Fees	
Thrasher Foundation Repair -Thrasher - IFS Implementation- July 2022	12,617.89
Fees Total:	12,617.89
Expenses Total:	0.00
Invoice Total:	**12,617.89** USD

KD

Balance is payable upon receipt or previously agreed upon terms.

Federal Tax ID: 85-1177945

Please wire payment to:	**PAYMENT REFERENCE**
Vanilla, Inc.	
Bank: Banner Bank	Client Number: 270196
Routing No:	Invoice Number: VUS68
Account No:	
	Please quote when settling fees.

EXHIBIT B